

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Hach Company for Water Quality Equipment, Maintenance, and Repairs and Addendum

Department: Utilities

Contact person: Yolaina Ruiz

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #: 56-22

Agreement Action:

New ☒

Renewal* ☐

Amendment* ☐

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	3: two years
Termination Clause	5: with or without cause
Renewal Clause	n/a
Insurance	City standard
Indemnification	Other
Assignment	8: shall not assign without written consent
Fiscal Funding Requirement	13
FL. Public Records Provision (2016)	10
Inspector General Provision	11
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	9: each party to pay own
E-verify	12

Business Principles:

Comments

Fees: Total Value	\$250,000.00
Fees: Per Fiscal Year	\$125,000.00

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
---------------------------------------------------------------------------	--

Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 56-22

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING A CITY STANDARD WITH HACH COMPANY, FOR HACH BRAND INSTRUMENTS, SUPPLIES, MAINTENANCE REPAIR, AND REPLACEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY RENEWALS AND/OR AMENDMENTS THERETO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to procure water quality testing products, maintenance, and repairs services from Hach Company ("Contractor"); and

WHEREAS, as a result, the City has determined that water quality testing products, maintenance, and repairs services from Contractor are the City Standard; and

WHEREAS, the City desires to procure these services from the Contractor, utilizing the City's Standard policy, subject to the terms and conditions of the Agreement; and

WHEREAS, the City Commission deems approval of this resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Hach Company, attached hereto and incorporated herein as Exhibit "A".

Section 3. The City Commission authorizes the City Manager to execute any Amendments and renewals and take any and all actions necessary to effectuate this Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the ____ day of _____, 2022.

ATTEST:

Katerri Johnson, City Clerk

Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Hach Company, a Colorado Corporation (hereinafter referred to as "Contractor"), whose address is P.O. Box 389., Loveland, CO 80539, this ____ day of _____, 20__.

WHEREAS, the City requires operating supplies and equipment to conduct water quality testing at the water plant and the distribution system; and

WHEREAS, the City has existing instrumentation from Contractor that has been reliable, met regulatory requirements, and is easy to use; and

WHEREAS, the current instrumentation has met all the needs of the Utilities Department and needs to be maintained by Contractor; and

WHEREAS, City has performed research regarding the ease of use and reliability of Contractor's products and other similar products from different vendors, and based on that research approved Contractor's products as the City Standard; and

WHEREAS, the City desires to procure these services from Contractor, utilizing the city standard policy, subject to the terms and conditions of this Agreement, the City's Purchasing Policies and Procedures Manual, the City's Purchasing ordinance, and Florida law; and

WHEREAS, the Contractor agrees to provide Services to the City in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide water quality testing products, maintenance, and repair services to City in accordance with and pursuant to Contractor's proposal, attached hereto and incorporated herein as **Exhibit A** and the terms and conditions of this Agreement.
3. This Agreement is in full force and effect upon full execution by the City, and shall remain in effect for a term of two (2) years, unless terminated earlier in accordance with the terms set forth herein.
4. The City shall pay the Contractor in accordance with the pricing schedule incorporated in **Exhibit A**.

5. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

6. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

Hach Company
P.O. Box 389
Loveland, CO 80539
Email: gmachado@hach.com

8. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to

this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

10. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

12. By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and

represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

13. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

14. Contractor shall not commence any performance pursuant to the terms of this Agreement until certification or proof of insurance has been received by the Purchasing Department and approved by the City's Risk Management Division. The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of AM Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City. Contractor must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and list the City as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration. Contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- iii. Professional Liability Insurance – To include coverage for contractor pollution exposure, with minimum limits of \$1,000,000 per claim and in the aggregate.
- iv. Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for

contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

HACH COMPANY

With inclusion of the agreed upon addendum:

By: Mary Baird

Print Name: Mary Baird

Title: Director, Global Sales & Projects Enablement

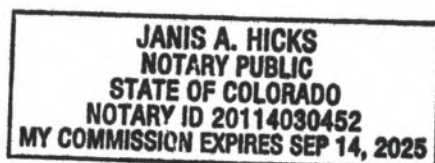


STATE OF Colorado

COUNTY OF Larimer

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 62 day of August, 2022 by Mary Baird (name of person), as Director (type of authority) for Hach Company (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification ☐
Type of Identification Produced N/A



Janis A. Hicks
Notary Public – State of Colorado

March 25, 2022

City of Delray Beach
 434 S Swinton Avenue
 Delray Beach, FL 33444

Attention: Purchasing & Contracting Depts.

Dear Valued Customer,

Hach Company & The City of Delray Beach have been water quality partners for many years. To recognize the many years of mutual benefit, Hach is willing to offer special pricing to City of Delray Beach as well as separately try to establish a set of terms and conditions as we have done with other large municipalities in North America. The discounts on equipment, consumables and service to assist City of Delray Beach for the period of September 1, 2022, through August 31, 2023, are shown below.

Hach Product Segment	Discount off Current List
Hach Process Instruments (Incl. Probes, Electrodes, Sensors, Analyzers)	5%
Hach Chemistries, Reagents, Solutions, & Consumables for process and lab	3%
Hach Laboratory Instruments, test kits, and handheld meters	5%
Hach Lab Resale & Micro product lines	5%
Hach Sigma Samplers and accessories. Always contact local sales manager for sampler quotes	5%
Hach Service Contracts & contract fees (does not include service parts)	0%
Hach EZ Series instruments (Applitek)	5%
Hach EZ Series Chemistries (*Except for some series which are only 3rd Party chem)	3%
Hach Biotector (TOC TN TP) analyzer for drinking or wastewater applications	5%
Biotector TOC Instruments (includes Documentation, Hardware & Software)	5%
Hach WIMS – (Software related subscriptions)	5%
Hach Service Parts and Repairs	0%

Pricing Terms:

Discounted pricing is based off our current list price, minus the discounts listed. These discounts have been extended by the Hach sales team to support City of Delray Beach and grow our partnership.

Each February, we'll review this discount agreement, which is dependent upon a minimum annual threshold. Hach has set an annual sales target at a fair average based on the prior three years of all combined facilities to ensure this pricing structure meets our mutual benefit. Current minimum purchase estimate is roughly \$35,000 to maintain these outlined discounts for the annual period.

Other Comments:

- No matter how orders are placed, the municipal facilities will get the above discounts if they use the correct Hach account number and/or reference a quote number on purchase orders. This includes phone orders and orders placed direct through our website once an account has been set up after the first initial order. The pricing structure is available to all departments under the municipal facility for the items listed above. Therefore, orders for drinking water, lab, and distribution/collections can all receive an account number for each ship-to location. If those departments need assistance setting up their account to be coded for these discounts, please have them reach out to Glenn Machado.
- Special Offers or Promotions may occasionally exceed these discounts. Please speak with your local sales contact and request a formal quote for those special offers.

We appreciate the opportunity to support City of Delray Beach and we truly value this partnership and hope to continue to do so for years to come.

The Hach Team

**Contract Addendum to Master Contractor/Services Agreement Between City of Delray Beach and Hach Company
[Water Quality Testing Products, Maintenance, And Repair Services] (the "Project")**

Parties: City of Delray Beach ("Customer")
Hach Company ("Supplier")

Date: _____, 2022

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.
- 2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.
- 3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. Performance Guarantees. All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Funds Transfers (Payments). Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (e.g., safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Supplier and its subcontractors and lower tier subcontractors. Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Supplier or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Customer to be a material breach of this Agreement justifying its termination. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

Supplier:

By: Mary Baird

Print Name: Mary Baird

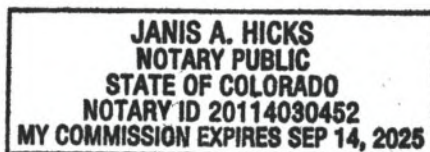
Title: Director, Global Sales & Projects Enablement

(SEAL)

STATE OF Colorado
COUNTY OF Larimer

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 02 day of August, 2022, by Mary Baird (name of person), as Director (type of authority) for Hach Company (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced N/A



Janis A. Hicks
Notary Public – State of Colorado