

AGREEMENT

THIS AGREEMENT is hereby made and entered into this 10th day of December 2019 (the "effective date") by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1st Avenue, Delray Beach, Florida 33444, and Carus LLC f/k/a Carus Corporation, an Illinois corporation (hereafter referred to as "Contractor") authorized to do business in Florida, whose address is 1201 Hays Street, Tallahassee, FL 32301.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No. 2019-047, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. 2019-047, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall supply and deliver Poly Phosphate in accordance with the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

- iii. As to the Contractor: Carus LLC f/k/a Carus Corporation
~~XXXXXXXXXX~~ 315 Fifth Street
~~XXXXXXXXXX~~ Peru, IL 61354
Attn: David J. Kuzy - President
Email: bids@caruscorporation.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.


ARTICLE 5. CONTRACT TERM

This term of this Agreement shall commence upon the date of the duly executed Agreement and shall remain in effect for a term of three (3) years, unless terminated earlier in accordance with terms set forth in the Invitation to Bid. Upon mutual agreement of the City and the awarded Bidder, the Agreement may be renewed for up to two (2) additional years.

(Remainder of this page is intentionally left blank.)

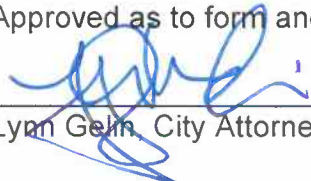
IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:


Katerri Johnson, City Clerk

CITY OF DELRAY BEACH
By: 
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Gelin, City Attorney




CONTRACTOR

By: 
Print Name: David J Kuzy
Title: President/CEO

STATE OF ILLINOIS
COUNTY OF LASALLE

The foregoing instrument was acknowledged before me this 26th day of November, 2019, by David J Kuzy, as President/CEO (name of officer or agent, title of officer or agent), of Carus LLC (f/k/a Carus Corporation) (name of corporation acknowledging), a Delaware (state or place of incorporation) LLC corporation, on behalf of the corporation. He / She is personally known to me or has produced _____ (type of identification) as identification.




Notary Public – State of ~~state~~ ILLINOIS

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CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement with Carus, LLC

Department: Purchasing

Contact person: Natasha Tucker

City Manager approval ☐

City Commission approval ☒

Agenda item #:

Agenda meeting date:

Resolution #: 209-19

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)	Article 5- 3 years
Termination Clause	ITB 12.28- for convenience, 12.29- for default
Renewal Clause	Article 5: option to renew for two additional years
Insurance	City standard
Indemnification	City standard
Assignment	ITB 12.22- not without prior written consent from the City
Fiscal Funding Requirement	ITB 12.67
FL. Public Records Provision (2016)	ITB 12.50
Inspector General Provision	ITB 12.32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	ITB 12.42

Business Principles:

Comments

Fees: Total Value	for 3 years: \$259,560.00, plus potential 2 year renewal: \$432,600.00
Fees: Per Fiscal Year	\$86,520.00

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Agreement for Poly Phosphate Supply and Delivery for 3 years and option for two year renewal per ITB 2019-047
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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