

## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1<sup>ST</sup> Avenue, Delray Beach, Florida 33444, and Southeast Collision Center, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 2565 N.W. 1<sup>st</sup> Avenue, Boca Raton, Florida 33431.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2018-053, 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 REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2018-053, and the Contractor's response thereto, including all documentation required thereunder.

### ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference.

### ARTICLE 3. COMPENSATION

The City shall pay the Contractor in compliance with and accordance to the terms and specifications of the referenced solicitation.

### 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 NW 1<sup>st</sup> Street
  - Delray Beach, Florida 33444
  - Attn: City Manager
  - Email: LauzierM@mydelraybeach.com
- ii. with a copy to:
  - City of Delray Beach
  - 200 NW 1<sup>st</sup> Street
  - Delray Beach, Florida 33444
  - Attn: City Attorney
  - Email: LohmanM@mydelraybeach.com

iii. As to the Contractor: Southeast Collision Center, Inc.  
2565 NW 1<sup>st</sup> Avenue  
Boca Raton, Florida 33431  
Attn.: Steven A. Karnell, Manager  
Email: SEC2565@gmail.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 Agreement term shall commence upon the Effective Date and shall remain in effect for three years, unless terminated earlier or renewed in accordance with terms set forth in the ITB. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional three years.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: \_\_\_\_\_  
Mark R. Lauzier, City Manager

ATTEST:

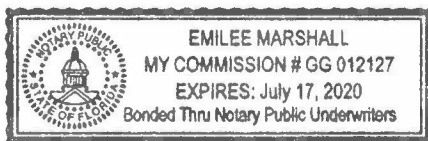
By: \_\_\_\_\_  
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
R. Max Lohman, City Attorney

CONTRACTOR

[SEAL]



By: Steven A. Kamen

STEVEN A. KAMEN  
Printed Name

MANAGER  
Title

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22 day of October, 2018 by Steven A. Kamen, as Manager (name of officer or agent, title of officer or agent), of Southeast Collision (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Personally known (type of identification) as identification.

[Signature]  
Notary Public – State of Florida