

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of _____, 201__ (“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 AIP US, LLC, a Delaware corporation (hereafter referred to as “Contractor”) authorized to do business in Florida, whose address is 80 Southwest 8th Street, Suite 2000, Miami, Florida 33130.

WHEREAS, Contractor submitted information and documentation to the City in accordance with the City’s Request for Qualifications No. 2018-056 and the City finds Contractor capable to perform services in the following category or categories: Network Support; and

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. 2018-056, 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. 2018-056, 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 to the Contractor, in compliance with and in 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 1st Street
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: AIP US, LLC
80 Southwest 8th Street, Suite 2000
Miami, Florida 33130
Attn.: Joseph Kohut, Manager

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 RFQ. Upon mutual agreement of City and Contractor, this Agreement may be renewed for up to an additional two 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: _____
City Attorney

CONTRACTOR

[SEAL]

By: _____
JOSEPH P KOHUT
Printed Name
MANAGER
Title

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 26 day of November, 2018, by JOSEPH KOHUT, as MANAGER (name of officer or agent, title of officer or agent), of AIP US, LLC (name of corporation acknowledging), a DELAWARE (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Fla. Driver's Lic. (type of identification) as identification.

Notary Public - State of Florida

