

SECOND AND FINAL AMENDMENT TO AGREEMENT
BETWEEN CITY OF COOPER CITY AND
PACE ANALYTICAL SERVICES.

THIS SECOND AMENDMENT dated the 20 day of SEPTEMBER, 2022 by and between:

THE CITY OF COOPER CITY, FLORIDA ("CITY"), a municipal corporation of the State of Florida, with a business address of 9090 SW 50th Place, Cooper City, Florida 33026;

and

PACE ANALYTICAL SERVICES ("CONTRACTOR"), a Florida for profit company, with a business address of 3610 Park Central Blvd, Pompano Beach, FL 33064.

(CITY and CONTRACTOR may hereinafter be collectively referred to as the "PARTIES").

WITNESSETH:

WHEREAS, on October 10, 2018, the PARTIES entered into an AGREEMENT whereby CONTRACTOR agreed to provide laboratory testing services to our Utilities Department pursuant to solicitation number ITB 2018-11-UTL, dated October 10, 2018, (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the Original Agreement provides for two (2) successive one (1) year renewal periods by mutual agreement of the CITY and CONTRACTOR;

WHEREAS, the Original Agreement was renewed on October 10, 2021, and the current agreement is set to terminate on October 9, 2022; and

WHEREAS, the Parties desire to renew the Original Agreement for the second renewal period of one (1) year from October 10, 2022, and is set to terminate on October 9, 2023.

WHEREAS, the Parties also seek to amend the Original Agreement to ensure compliance with recent amendments to Florida law.

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. That the recitations set forth above in the "WHEREAS" clauses of this Agreement are true and correct and incorporated herein by this reference.

Section 2. The Original Agreement is hereby renewed for the second successive renewal period of one (1) year. The renewal term shall commence on October 10, 2022 and shall terminate on October 10, 2023.

Section 3. The Original Agreement is hereby modified and amended to include the following provisions required by Florida law:

E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, CONTRACTOR or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a 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 twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 4. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(SIGNATURE PAGE TO FOLLOW)

CITY:

**CITY OF COOPER CITY, a
Florida Municipal Corporation**

ATTEST:

TEDRA ALLEN, City Clerk

BY: _____
JOSEPH NAPOLI
City Manager

APPROVED AS TO FORM

JACOB G. HOROWITZ, City Attorney

BY: _____
GREG ROSS
Mayor

CONTRACTOR:

PACE ANALYTICAL SERVICES

Signature

GENERAL MANAGER

Title

9/20/2022

Date

STATE OF FLORIDA STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Volusia

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or
☐ online notarization, this 20 day of September 2022, by Trisha Kelly, in
their capacity as General Manager, of Pace Analytical, a State of Florida
corporation, on behalf of the corporation.

Eva A. Smith

NOTARY PUBLIC

X Personally Known OR

Produced Identification

Personally Known

Type of Identification Produced



EVAH A. SMITH
Commission # HH 127300
Expires May 8, 2025
Bonded Thru Budget Notary Services



Greg Ross, Mayor
Jeff Green, Commissioner
Max Pulcini, Commissioner
Howard Meltzer, Commissioner
Ryan Shrouder, Commissioner
Joseph Napoli, City Manager

September 16, 2022

Request to Renew

Ms. Neshmah Castaneda
Senior Account Executive
Pace Analytical Services
3610 Park Central Blvd.
Pompano Beach, FL 33064

Subject: Renewal #2 – ITB #2018-11-UTL, Laboratory Testing Services, UTL Department

Dear Ms. Castaneda,

The first renewal term of City of Cooper City's contract for Laboratory Testing Services, with your company, ITB 2018-11-UTL, will expire on October 10, 2022. Provided you will agree to renew under the same terms and conditions of the original contract, Cooper City would like to renew for one (1) additional 1-year term covering October 10, 2022 through October 9, 2023.

If you agree to renew, please sign and return this letter to me by Monday, September 19, 2022. A response by email to Purchasing@CooperCityFL.org is preferred.

Sincerely,

City of Cooper City Purchasing

<u> X </u>	I agree to renew this contract for the period requested above.
<u> </u>	I do NOT agree to renew this contract.
<u></u>	
Signature	
<u>GENERAL MANAGER</u>	
Title	
	<u>9/20/2022</u>
	Date

9090 SW 50th Place, Cooper City, Florida 33328 • P.O. Box 290910, Cooper City, Florida 33329-0910 • (954) 434-4300



info@coopercityfl.org



www.coopercityfl.org



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EQUAL OPPORTUNITY EMPLOYER