

**SECOND AND FINAL AMENDMENT TO AGREEMENT**  
**BETWEEN CITY OF COOPER CITY AND**  
**ADVANCED ENVIRONMENTAL LABORATORIES, INC.**

THIS SECOND AMENDMENT dated the 1 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 50<sup>th</sup> Place, Cooper City, Florida 33026;

and

**ADVANCED ENVIRONMENTAL LABORATORIES, INC.** ("CONTRACTOR"), a Florida for profit company, with a business address of 10200 USA Today Way, Miramar, FL 33025.

(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:**

**ADVANCED ENVIRONMENTAL  
LABORATORIES, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

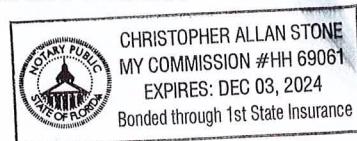
STATE OF FLORIDA STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of ☒ physical presence or  
☐ online notarization, this 1<sup>ST</sup> day of Sept. 2022, by \_\_\_\_\_, in  
their capacity as \_\_\_\_\_, of \_\_\_\_\_, a State of FL  
corporation, on behalf of the corporation.

☒ Personally Known OR  
\_\_\_\_\_  
Produced Identification

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
NOTARY PUBLIC





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 10151 Deerwood Park Blvd Bldg 100, Ste 100 Jacksonville FL 32256	<b>CONTACT NAME:</b> Jamie Smith CIC <b>PHONE (A/C, No, Ext):</b> (904) 565-1952 <b>E-MAIL ADDRESS:</b> jsmith@bbjax.com <b>FAX (A/C, No):</b> (904) 565-2440
<b>INSURED</b> Advanced Environmental Laboratories, Inc. 6681 Southpoint Parkway Jacksonville FL 32216	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Colony Insurance Company <b>INSURER B:</b> Bridgefield Employers Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 39993 10701

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Liability**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Liab <input checked="" type="checkbox"/> Transportation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PACE308344	01/26/2022	01/26/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$			EXC308345	01/26/2022	01/26/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	830-37393	01/26/2022	01/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PACE308344	01/26/2022	01/26/2023	Aggregate \$2,000,000 Per Claim \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: ITB 2018-11-UTL, Laboratory Testing Services Utilities Department; City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives are included as additional insureds with respect to the General Liability when required by written contract. Waiver of subrogation in favor of the City of Cooper City and its agents, employees and officials is included on the Workers Compensation policy when required by written contract. 30 day Notice of cancellation provided per policy provisions, 10 day for nonpayment.

**CERTIFICATE HOLDER****CANCELLATION**

City Of Cooper City 9090 SW 50th Place  Cooper City FL 33328	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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