

AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____ 20____, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("**City**"),

and

CARAHSOFT TECHNOLOGY CORPORATION., a government IT Solutions provider, located at 11493 SUNSET HILLS ROAD, SUITE 100, RESTON, VA 20190 hereinafter "CONTRACTOR," who is authorized to do business in the State of Florida.

CITY and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the CITY desires to enter into an agreement with the CONTRACTOR for TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process, pursuant to Section 2-258(d) Cooperative Purchasing; and

WHEREAS, the parties wish to incorporate the same terms and conditions of the OMNIA PARTNERS Cooperative Contracts ("OMNIA") contract 23-6692-01 issued by Cobb County, GA and the CONTRACTOR for TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES, dated May 1, 2023 ("OMNIA Agreement"). The OMNIA Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the initial term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on April 30, 2026; and

WHEREAS, the OMNIA Agreement has options to renew for additional two (2) one (1) year periods; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the OMNIA Agreement; and

WHEREAS, CITY desires to retain the services of CONTRACTOR by participating in the OMNIA Agreement; and

WHEREAS, the CITY has reviewed and agrees with the scope of services of the competitively bid OMNIA Agreement, for TECHNOLOGY PRODUCT SOLUTIONS AND RELATED SERVICES; and

WHEREAS, at its meeting of _____, 20___, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the OMNIA Agreement shall govern the relationship between the CITY and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the OMNIA Agreement, except said Work shall be performed in and for the CITY as specified in the Proposal which is attached hereto and incorporated herein as **Exhibit "B"**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the CITY harmless and, at the CITY's option, defend or pay for any attorney selected by the CITY to defend the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statute §725.06 requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Nothing in this Agreement shall be considered a waiver of the CITY's sovereign immunity as provided in Section 768.28, Florida Statutes.

- D. CONTRACTOR shall provide CITY with proof of insurance and bonding as required by the OMNIA Agreement. CONTRACTOR hereby confirms that the CITY is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- E. Contractor shall not commence the Work unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- F. The term of this agreement shall be effective upon execution of this agreement by both parties and shall terminate on April 30, 2026. Subject to any renewal as provided in the OMNIA Agreement, it is expressly stipulated and agreed that this agreement shall run concurrently and in conjunction with the OMNIA agreement throughout the specified term.

Section 3. In all other respects, the terms and conditions of the OMNIA Agreement, are hereby ratified and shall remain in full force and effect as provided by the terms of this Agreement. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. In consideration for the services to be provided by the Contractor, the City agrees to pay Contractor in accordance with the pricing provided to Cobb County, GA. Exhibit B.

Section 5. The term of this Agreement is effective upon approval by the City Commission. The Insurance and Indemnification provisions of this Agreement and the OMNIA Agreement shall survive termination.

Section 6. **Public Records.**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
 - 1. Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
 - 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, PRR@COOPERCITY.GOV, OR BY MAIL: City Of Cooper City – City Clerk's Office, 9090 SW 50th Place, Cooper City, FL 33328.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

Section 7. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan

List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 8. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 9. **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Ryan Eggleston
 City Manager
 City of Cooper City
 9090 SW 50th Place
 Cooper City, Florida 33328

Copy to: Jacob G. Horowitz, Esq.
 City Attorney
 Goren, Cherof, Doody, and Ezrol, P.A.
 3099 E. Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308

For Contractor: CARAHSOFT TECHNOLOGY CORPORATION.
 Casey Oesterle
 11493 SUNSET HILLS ROAD, SUITE 100
 RESTON, VA 20190

Section 10. **Severability.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 11. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 12. E-verify. 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:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/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
- C. 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.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

CARAHSOFT TECHNOLOGY CORPORATION, a Maryland corporation

Casey Oesterle
Signature

BY: Natalie LeMay

Casey Oesterle
Print Name

Name: Natalie LeMay

Title: State & Local Contracts Manager

STATE OF Fairfax
COUNTY OF Virginia

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Natalie LeMay, as Contracts Manager of **CARAHSOFT TECHNOLOGY CORPORATION**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Natalie LeMay, as Contracts Manager of **CARAHSOFT TECHNOLOGY CORPORATION**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 24 day of May, 2024.

Seth Cameron Brown

NOTARY PUBLIC

Seth Cameron Brown

Print or Type Name

My Commission Expires: 06/30/2025

Digitally signed
by Seth

Cameron Brown

Date:

2024.05.24

17:35:56 -04'00'

