

RFP2025-2
BANKING SERVICES

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 SW 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "City")

and

Synovus Bank a financial services company, authorized to do business in the State of Florida, with a business address of **2325 Vanderbilt Beach Rd, Naples, FL 34109** (hereinafter referred to as the "Contractor"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the Contractor has offered to provide Banking Services, on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), Request for Proposals ("RFP") No. 2025-2 and all associated addenda and attachments incorporated herein by reference and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated ____May 12, 2025_____ which is incorporated herein by reference; and

WHEREAS, the City desires to procure from the Contractor such Banking Services for the City, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1. PREMABLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

a) On **Friday, April 11, 2025**, the City advertised its notice to bidders of the City's desire to hire a firm to provide **banking services** as more particularly described in **Appendix "A"** attached hereto and by this reference made a part hereof, for the said RFP entitled:

RFP2025-2
"BANKING SERVICES"

b) On **Friday May 14, 2025**, the proposals were opened.

c) On _____ day of _____, 20____, the City awarded the RFP to Contractor and approved an agreement with Contractor consistent with the terms and conditions set forth herein.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Agreement; 2) Appendix A – Scope of Services (including any Attachments thereto); 3) Appendix B – Pricing Proposal (including any Attachments thereto); 4) City of Cooper City RFP2025-2 and any associated addenda any other exhibits and attachments 5) the CONTRACTOR's Proposal. This Agreement shall supersede any "click-through" terms and conditions that may be imbedded in any license software or service agreement(s).

ARTICLE 3. NATURE OF THE AGREEMENT

3.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any representations or agreements, whether oral or written. It is further agreed that any oral representation or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto their authorized representatives.

3.2 The Contractor shall provide the good or services set forth in the Scope of Services (Appendix A), and render full and prompt cooperation with the City in all aspects of the goods or services performed hereunder.

3.3 The Contractor acknowledges this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all good or services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent as required by this Agreement and the Contractor shall perform the same though they were specifically mentioned, described and delineated in the Agreement.

3.4 The Contractor shall furnish all labor, materials, tools, supplies and other items required to perform the Work that is necessary for the completion of this Contract. All work shall be accomplished at the direction of the City's Project Manager and shall meet the requirements of this Agreement.

3.5 The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services (Appendix A). The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. A policy change resulting in a material change to the Scope of Services (Appendix A) will be addressed via an addendum. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

3.5 The City reserves the right to negotiate with the Contractor additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

ARTICLE 4. TERM

a) The Contract shall become effective on the date identified on the first page of the Agreement and shall continue through the last day of the sixtieth (60) month or _____. The City reserves the right to exercise the option to renew this Contract for one (1), additional five (5) year term, subject to the written consent and agreement by both parties.

b) The City reserves the right to exercise its option to extend this Contract for up to one hundred eighty (180) calendar days beyond the current Contract period. If exercised, the City will notify the Contractor of the extension in writing. This Contract may be extended beyond the initial one hundred eighty (180) calendar day extension period by mutual agreement between the City and the Contractor, upon approval by the City Commission.

ARTICLE 5. NOTICE REQUIRMENTS

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by email or certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

CITY:

- a) to the Project Manager
City of Cooper City, Finance Department
Attention: Irwin Williams
9090 S.W. 50th Place
Cooper City, Florida, 33328-4227
Telephone No. (954) 434-4300 X 228
Email: IRWilliams@CooperCity.gov

and,

- b) to the Contract Manager
City of Cooper City, Procurement
Attention: Tyrone White
9090 S.W. 50th Place
Cooper City, Florida 33328-4227
Telephone No. (954) 434-4300 X 268
Email: Purchasing@CooperCity.gov

Copy To:

Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

Email: JHorowitz@gorencherof.com

CONTRACTOR:

Synovus Bank
Attn: Lee Ann Kirwin, Senior Director Government Solutions
2325 Vanderbilt Beach Rd.
Naples, FL 34109
Telephone No. (239) 287-5263
Email: Leeannkirwin@synovus.com

ARTICLE 6. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

a) The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price of Services. The City will not directly compensate the Contractor for any goods or services performed under this Contract, including costs associated with such goods or services. Such goods or services will be compensated with the earnings credits earned by the accounts as referenced in Appendix B, Pricing. The accounts will receive earnings credit(s) on balances existing in the accounts.

b) All changes or modifications to this Contract shall be approved and executed in writing by the City and the Contractor. The City shall have no obligation to pay the Contractor any sum except for a change or modification to the Contractor, or upon the following event. Whereas the City's analysis credits earned do not fully compensate the Contractor for all cumulative costs of goods or services, upon termination or expiration of the Contract, the amount outstanding will be due and payable to the Contractor immediately once involved or can be repaid over 180 days via analysis credits earned from City compensating balances remaining with the Contractor.

c) All goods or services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense. With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem and all miscellaneous costs and fees. The City shall not be liable for any such expenses that have not been approved in advance, in writing, by the City.

ARTICLE 7. PRICING

d) Prices shall be as stipulated in Appendix B for the term of the contract, including any option-to-renew or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 8. COMPENSATION AND METHOD OF PAYMENT

a) Contractor shall invoice the City monthly for goods or services provided. The price for such goods or services shall be calculated in accordance with the Price Schedule attached hereto as Appendix B. After reviewing an invoice, the City will authorize the use of the earnings credit to pay the amount of the invoice. Remaining balances of the earnings credit(s) will accrue to the benefit of the City, to pay any obligations including but not limited to charges for the use of credit cards, or any other payments received or accepted via the internet, and shall carry forward to subsequent months, as a cumulative balance. Invoice shall include, but not be limited

to the following information: City purchase order number, invoice number, date of service, itemized description of the good or service with quantities, and any other information reasonably required by City. The compensation shall not exceed the unit prices stated in **Appendix B**.

Invoices and associated back-up documentation shall be submitted to: AccountsPayable@coopercity.gov. The City may at any time designate a different email address, address or contact person by giving written notice to the Contractor.

- b) City will make its best efforts to pay Contractor within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.
- c) All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
- d) Payment will be made to Contractor at:

Synovus Bank
Attn: Lee Ann Kirwin
2325 Vanderbilt Beach Rd
Naples, FL 34109

ARTICLE 9. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- a) City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the City, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.
- b) In no event will the Contractor be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 10. INDEMNIFICATION

- a) Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgements and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

b) 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 Statutes §725.06 requires a specific consideration be given therefor. 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.

ARTICLE 11. INSURANCE

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Contractor shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Management office.

The coverages, limits, or endorsements required herein protect the interests of the City, and these coverages, limits, or endorsements shall in no way be relied upon by Contractor for assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

Contractor must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Insurance Certificate Requirements

- a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Cooper City – Risk Management Office
9090 SW 50th Place
Cooper City, FL 33328-4227

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

ARTICLE 12. INDEPENDENT CONTRACTOR

a) The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means

and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

ARTICLE 13. SERVICES AND RESPONSIBILITIES/MANNER OF PERFORMANCE

- a) Contractor hereby agrees to provide **banking services**, as more particularly described in **Appendix "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, **"RFP2025-2", BANKING SERVICES** and Contractor's response thereto. Contractor agrees to do everything required by this Agreement, the Request for Proposal Package, Addenda to this Agreement, and Commission award complete with proposal form. The City shall be entitled to a satisfactory performance of all goods or services described herein and to full and prompt cooperation by the Contractor in all aspects of the goods or services. At the request for the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person providing goods or services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) Contractor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- c) Contractor hereby represents to City, with full knowledge that City is relying upon these representations when entering into this Agreement with Contractor, that Contractor has the professional expertise, experience and manpower to the goods or services to be provided by Contractor pursuant to the terms of this Agreement.
- d) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- e) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- f) The Contractor warrants and represents that its personnel have the proper skill training, background, knowledge, experience, rights, authorizations, integrity, character and license as necessary to perform the Services described herein, in a competent and professional manner.
- g) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts too most effectively and efficiently maintain the progress in providing the goods or services.
- h) Contractor shall not utilize the services of any subcontractor without the prior written approval of City.

- i) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances and regulations that are applicable to the performance of this Agreement.

ARTICLE 14. EMPLOYEES OF THE CONTRACTOR

- a) All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees. City of Cooper City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment of City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 15. AUTHORITY OF THE CITY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of where the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The City Manager may base this decision on such assistance as may be desirable including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review,

or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provision of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

a) This Agreement including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be constituted for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

a) The Contractor shall maintain and shall require that its subcontractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. RECORDS

Contractor shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of five (5) years after the expiration of this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by City of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least fourteen (14) business days prior to effecting such substitution.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents and employees as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the goods or services which the Subcontractor is to do, the place of business of such Subcontractor and such other information as the City may require. The City will have the right to require the Contractor not to award subcontract to a person, firm or corporation disapproved by the City.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the goods or services performed. Such goods or services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience and ample financial resources to provide the goods or services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and Contractor's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. With each such subcontract, there shall be a clause for the benefit of the City in the event the City finds the Contractor in breach of this Contract, permitting the City to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the City to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTIONS, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the City for reasons including, but not limited to: (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 24), or (ii) Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the City. Termination for convenience is effective on the termination date stated in the written notice provided by the City.
- c) If City terminates this Agreement for cause under Article 23 above, the City may, at its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Sec. 2-266 of Cooper City Procurement Code.
- e) In the event that the City exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the City's materials and property;
 - ii. cancel orders;
 - iii. assign to the City and deliver to any location designated by the City any non-cancelable orders
 - iv. for Deliverables that are not capable of use except in the performance of this Agreement and has been

- v. specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - vi. take no action which will increase the amounts payable by the City under this Agreement; and
 - vii. reimburse the City a proration of any prepayments, if any.
- f) In the event that the City exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the City may terminate this Agreement, and the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
 - i. the Contractor has not delivered Deliverables or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the City where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b) below;
 - vii. the Contractor has failed in the representation of any warranties stated herein;
- b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the City may request that the Contractor, within the timeframe set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed timeframe, the City may:
 - i. treat such failure as a repudiation or material breach of this Agreement; and

- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT – OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the City, the City shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the City prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the City elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the City elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the City, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a municipal corporation of the State of Florida, City of Cooper City is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the City (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the goods or services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the goods or services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the City.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized,

reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act, as amended (40 U.S.C. §3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- e) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- f) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- g) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- h) Any other laws prohibiting wage rate discrimination based on sex.
- i) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

- j) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

The Contractor shall hold all licenses and certifications, obtain and pay for all permits and inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, or fines imposed on the City or Contractor for failure to obtain and maintain required licenses, certifications, permits or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 32. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 33. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
 - d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
 - e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 34. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 35. BANKRUPTCY

The City may terminate this Contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 36. VENUE/GOVERNING LAW

a) This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 37. PUBLIC RECORDS

a) The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

33.a.1 Keep and maintain public records required by the City to perform the service;

33.a.2 Upon request from the City's custodian of public records, provide the City with a copy of the 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, Fla. Stat., or as otherwise provided by law;

33.a.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after the Contractor transfers the records in its possession to the City; and

33.a.4 Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor's possession. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

b) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**CITY CLERK
9090 SW 50th PLACE
COOPER CITY, FL 33328
(954) 434-4300
PRR@CooperCity.gov**

ARTICLE 38. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics or pandemic, adverse governmental conditions or conduct of third parties.

22.2 Neither the City nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to City operations. The City maintains the right to terminate the Contract for convenience or obtain the goods or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 39. SCRUTINIZED COMPANIES -- 287.135 AND 215.473

Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause 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 any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 40. E-VERIFY

a) 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:

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

ARTICLE 41. OWNERSHIP OF DOCUMENTS

Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

ARTICLE 42. ASSIGNMENTS; AMENDMENTS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 43. NO CONTINGENT FEES

contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration

ARTICLE 44. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 45. HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 46. APPENDIXES/EXHIBITS

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of City. For purposes of this Agreement, any change of ownership of Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of City and its successors and assigns.

ARTICLE 47. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 48. LEGAL REPRESENTATION

It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE 49. COUNTERPARTS AND EXECUTION

This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 50. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

17.2 This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the City when entering, amending, or renewing this Contract.

17.3 This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

END OF SECTION

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: _____
ALEX REY, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

Synovus Bank:
WITNESSED BY:

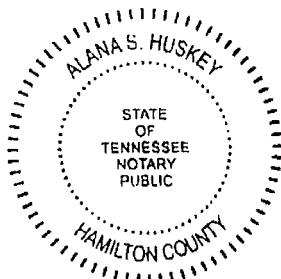
Kimberly Pittman
Signature
Kimberly Pittman
Print Name

Synovus., a Florida
Corporation
By: [Signature]
Name: Lee Ann Kirwin
Title: SR Director Gov. Solutions

STATE OF Tennessee
COUNTY OF Hamilton

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lee Ann Kirwin as SR DIRECTOR of Synovus Bank, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of Synovus Bank for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 4th day of August, 2025.



[Signature]
NOTARY PUBLIC

Alana S. Huskey
(Name of Notary Typed, Printed or Stamped)

My Commission Expires
May 6, 2028