

**FIRST AND FINAL AMENDMENT TO AGREEMENT FOR
EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND RECOVERY SERVICES**

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024, 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

ASHBRITT, INC., a disaster and recovery operations contractor, authorized to do business in the State of Florida, with a business address of 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441, (hereinafter referred to as the "CONTRACTOR").

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

WHEREAS, on August 30, 2019, the City and CONTRACTOR entered into an agreement for EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND RECOVERY SERVICES (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement expires on August 29, 2024; and

WHEREAS, the Original Agreement provides for an option for one (1) additional five (5) year renewal term, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONTRACTOR's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the first and final five (5) year renewal term; and

WHEREAS, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, pursuant to the terms of this EMERGENCY RESPONES AND DEBRIS MANAGEMENT AND RECOVERY SERVICES Contract, the due date for the completion of all services herein is hereby extended to the conclusion of the current storm season in the state of Florida;

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

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 Original Agreement is hereby extended for the first and final renewal term, which shall commence on August 30, 2024 and shall terminate on November 1, 2029. In accordance with the Original Agreement, the Parties, upon mutual written consent, shall have the option to enter into one (1) final five (5) year renewal term.

2.1 Pursuant to the terms of this EMERGENCY RESPONES AND DEBRIS MANAGEMENT AND RECOVERY SERVICES Contract, the due date for the completion of all services herein is hereby extended to the conclusion of the current storm season in the state of Florida. Accordingly, the revised termination date for the fulfillment of all contractual obligations shall be November 1, 2029.

Section 3. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1. Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2. Is engaged in business operations in Syria.

Section 4. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1. Definitions for this Section:

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

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

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

4.2. 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:

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

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

4.2.3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. **Public Records**

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

5.1.1. Keep and maintain public records required by the CITY to perform the service;

5.1.2. 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, Florida Statutes, or as otherwise provided by law;

5.1.3. 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 Agreement term and, following completion of the Agreement, ASHBTRIT, INC. shall destroy all copies of such confidential and exempt records remaining in its possession after ASHBTRIT, INC. transfers the records in its possession to the CITY; and

5.1.4. Upon completion of the Agreement, ASHBTRIT, INC. shall transfer to the CITY, at no cost to the CITY, all public records in ASHBTRIT, INC.'s possession. All records stored electronically by ASHBTRIT, INC. 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.

5.2. The failure of ASHBTRIT, INC. 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 in accordance with the terms herein.

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**

Section 6. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(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 CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

BY: _____
CITY MANAGER

BY: _____
CITY MAYOR

ASHBRITT, INC., a Florida corporation

BY: _____

Name: _____

Title: _____