

Exhibit F

Resolution No. 24-33

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF SODIUM HYPOCHLORITE

This *First Amendment To Agreement For Purchase of Sodium Hypochlorite* (hereafter the “Amendment”) is agreed upon by the parties and appended to the agreement(s), addendum(s), deliverable(s), purchase(s), order(s), form(s), service(s), package(s) and contract(s) (collectively, the “Contract Documents”), identified below by reference by title, between the Town of Dundee, Florida, a Florida municipal corporation (the “Town”) and the following Vendor (collectively hereinafter referred to as the “Parties”):

Name of Vendor: Odyssey Manufacturing Company, Inc.
1484 Massaro Blvd.
Tampa, FL 33619

Name of Contract: *City of Lake Wales Invitation to Bid No. 23-540; City of Lake Wales Addendum for the City of Lake Wales Invitation to Bid No. 23-540; Odyssey Manufacturing Company Bid Proposal for the City of Lake Wales Invitation to Bid No. 23-540; Agreement For Purchase of Sodium Hypochlorite; and Renewal of Contract ITB 23-540 Between Odyssey Manufacturing and The City of Lake Wales For The Purchase and Delivery of Sodium Hypochlorite (hereinafter collectively referred to as the “Contract”).*

§ 1. Factual Recitals. The factual recitals and referenced exhibit(s) provided for in this Amendment and provided for by *Town of Dundee Resolution No. 24-33* are incorporated herein as true and correct statements which form a factual and material basis for the Town’s adoption and entry into the Contract which includes, but is not limited to, this Amendment between the Vendor and Town, as follows:

(a) the Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

(b) pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, including the general exercise of any power for municipal purposes; and

(c) Section 166.021, Florida Statutes and Section 2(b), Article III of the Florida Constitution authorize the Town to enter into this Amendment with the Vendor; and

(d) pursuant to Section 2-159 of the Code of Ordinances of the Town of Dundee, Florida (hereafter the “Code”), which is entitled *source selection*, nothing prohibits the

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Town from renewing purchase order(s) or contract(s) provided the vendor was originally selected through a *competitive selection process* and such renewal is within the scope of the original purchase order and/or contract; and

(e) Town requires *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite* for the Town's Water Treatment Plant(s) and Wastewater Treatment Plant in order to ensure continuity of the Town's utility services and operations; and

(f) on August 15, 2023, the City of Lake Wales (hereafter "Lake Wales"), a Florida municipal corporation organized and existing under the laws of the State of Florida, advertised and/or published notice (hereafter the "Notice") of the City of Lake Wales Invitation To Bid No. 23-540 (hereafter "ITB No. 23-540"); and

(g) ITB No. 23-540 was a *competitive sealed bid procurement* for Sodium Hypochlorite; and

(h) on August 29, 2023, in response to the Notice, Vendor submitted its *bid submission* to and/or for ITB No. 23-540 for the procurement of sodium hypochlorite; and

(i) Vendor is an active Delaware Corporation authorized to transact business in the State of Florida; and

(j) on September 12, 2023, at a duly noticed public meeting, Lake Wales found that Vendor was the apparent low-bidder and voted to award the bid for ITB No. 23-540 to Vendor for the purchase and delivery of sodium hypochlorite; and

(k) on September 12, 2023, Lakes Wales and Vendor entered into that certain *Agreement For Purchase of Sodium Hypochlorite*; and

(l) on August 17, 2024, pursuant to the terms and conditions set forth in ITB No. 23-540 and *Agreement For Purchase of Sodium Hypochlorite*, Lakes Wales and Vendor entered into that certain *Renewal of Contract ITB 23-540 Between Odyssey Manufacturing and The City of Lake Wales For The Purchase and Delivery of Sodium Hypochlorite* which renewed term for the period of October 1, 2024 to September 30, 2025; and

(m) on November 12, 2024, the Town Commission of the Town of Dundee, Florida (hereafter the "Town Commission"), at a duly noticed meeting, adopted *Town of Dundee Resolution No. 24-33* (hereafter the "Resolution"); and

(n) on November 12, 2024, the Town Commission, at a duly noticed public meeting, found that the Town has an imminent and long-term emergency need for *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*; and

(o) on November 12, 2024, the Town Commission, at a duly noticed public meeting, found that the the competitive sealed bid process(es) and procedure(s) utilized by

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Lake Wales are substantially the same as would be utilized by the Town in order to adhere to and/or comply with Section 2-159(2) of the Code and therefore adopted same as the *competitive sealed bid process* required for the procurement of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*; and

(p) on November 12, 2024, the Town Commission, at a duly noticed public meeting, elected to piggyback the Contract; and

(q) copies of the Contract are attached to this Amendment as **Composite Exhibit “A”** and made a part hereof by reference; and

(r) Vendor and Town acknowledge, affirm, and agree that certain amendments to the Contract are necessary in order to comply with applicable Florida law; and

(s) Vendor acknowledges and agrees that the Contract and this Amendment are governed by Florida law; and

(t) Vendor and Town acknowledge, affirm, and agree that entry into the Contract is contingent upon the terms and conditions set forth in this Amendment; and

(u) Vendor and Town agree to amend the Contract to provide for additional provisions, specifically indemnification; venue; and explicitly incorporate provisions of Section 119.0701 of the Florida Statutes regarding public records into this Amendment and to confirm the parties intent regarding public records that may be created relating to the services performed under the Contract which includes, but is not limited to, this Amendment; and

(v) Vendor and Town acknowledge, affirm, and agree that the Town will be included as an additional insured under any applicable Comprehensive General Liability policy, and the Town will be identified as an additional insured on any certificate(s) of insurance for any applicable policy of insurance related to the services which are the subject of the Contract and/or this Amendment; and

(w) Vendor acknowledges, represents, and agrees that the Contract which includes, but is not limited to, this Amendment are to be liberally interpreted and construed in favor of the Town; and

(x) Vendor and Town acknowledge and agree that the terms and conditions set forth in this Amendment governs the contractual relationship and, in the event of any conflict between this Amendment and the Contract, this Amendment is the controlling document; and

(y) Vendor acknowledges, agrees, and represents that, prior to executing this Amendment, it has reviewed this Amendment with its legal counsel and fairly negotiated this Amendment at arm’s length; and

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(z) Vendor and Town acknowledge, affirm, and agree that mutual consideration has been given herein in exchange for the entry into the Amendment.

§ 2. Definitions. Words used in the Contract and this Amendment, as well as any and all attachment(s) and/or exhibit(s) incorporated herein and made a part hereof, shall possess their everyday and ordinary meaning(s), provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

(a) “*Applicable Law*” means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances, and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

(b) “*Town*” means the Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.

(c) “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee, Florida.

(d) “*Town Representative*” means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of the Contract which includes, but shall not be limited to, this Amendment. The Town Representative does not have the authority to waive or modify any condition or term of this Amendment.

(e) “*Day(s)*” means calendar day unless specifically stated otherwise.

(f) “*Calendar Day(s)*” means any and all days in a 365-day calendar year.

(g) “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town.

(h) “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of the Contract, the date on which this Amendment is approved and executed by the Town Representative as authorized, at a duly notice public meeting, by the Town Commission.

(i) “*Indemnification*” means, for purposes of the Contract and this Amendment, Vendor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of

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limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Vendor's performance of the Contract. Other specific references to the Vendor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Vendor indemnity is required.

(j) "Term" means the term of the Agreements which shall commence on the **November 12, 2024**, and expire on **November 13, 2025**, with the option to renew for two (2) consecutive one (1) year terms upon the mutual agreement of the Parties, unless otherwise terminated as provided herein.

§ 3. Primacy of this Amendment; Rates.

(a) This Amendment contains specific terms and conditions that are applicable to purchases of goods and services made by the Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida. Notwithstanding anything in the Contract to the contrary, whether expressly made or determined to exist by implication, the terms of this Amendment shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract.

(b) It being the intent of the Contract and this Amendment to provide a general basis for the purchase and delivery of *Ultrachlor 12.5 Trade Percent Sodium Hypochlorite*. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions, and covenants set forth by this Amendment and/or any change order deemed necessary by the Town Administrator in order to effectuate the intent of *Town of Dundee Resolution No. 24-33* (hereafter the "Resolution"); and, prior to the commencement of any service(s), project(s), job(s) and/or task(s) by the Vendor, the Town and Vendor shall mutually agree in writing as to the starting date, scope of services and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in the Contract, Contract Documents, and/or this Amendment.

(c) The rates shall remain fixed during the Term of the Agreements unless otherwise agreed to by the Parties in a separate written modification to the Agreements. Beginning on the Effective Date of the Agreements, the price per gallon shall be \$_____.

§ 4. Calculation of Time.

The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in the Contract and/or Contract Documents). Unless otherwise specified in the Contract and/or Contract Documents, the calculation of the number of days that have passed during any time period prescribed in or by the Contract and/or Contract Documents shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or

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event, the calculation of the number of days that have passed during such time period prescribed in or by the Contract and/or Contract Documents shall commence on the day immediately following the Effective Date.

§ 5. Governing Law; Home Venue Privilege.

The Contract, Contract Document(s), and this Amendment (collectively hereinafter referred to as the “Agreements”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreements, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the Effective Date of the Agreements, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 6. Financial Matters; City Performance Subject to Appropriation; Applicability of the Florida Local Government Prompt Payment Act

(a) The Town’s obligation to perform under the Agreements and furnish payment to Vendor is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee, Florida, fails to appropriate sufficient funds to satisfy the Town’s payment obligations to Vendor of any kind or type, the Town or the Vendor may immediately terminate the Agreements and be released from any future responsibility or liability thereunder. Notwithstanding the foregoing, nothing herein shall be intended to relieve the Parties from any payment obligation(s) for the cost value of and/or for service(s) rendered prior to the effective date of termination.

(b) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2023), are incorporated herein as if set forth in full, and shall control all payments made by the Town to the Vendor required by the Agreements. To the extent there is conflict between the text of the Agreements and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 7. Public Records Compliance.

Pursuant to Section 119.0701(1)(a) of the Florida Statutes (2023), Vendor agrees to:

- (a) Keep and maintain public records required by the Town to perform the services specified herein.
- (b) Upon request from the Town’s custodian of public records, provide the Town with

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a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- (c) 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 the Agreements term and following completion of the Agreements and/or any amendment(s) issued hereunder if the Vendor does not transfer the records to the Town.
- (d) Upon completion of the Agreements and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of the Vendor or keep and maintain public records required by the Town to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreements and/or any amendment(s) issued hereunder, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENTS, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, LITA O'NEILL, AT 863-438-8330, EXT. 258, Loneill@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the Vendor does not comply with a public records request, Town shall enforce the Agreements and/or any amendment(s) issued hereunder which may include immediate termination of Agreements and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreements.**

§ 8. Sovereign Immunity; Limitations of City's Liability.

(a) Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreements shall be construed to waive the Town's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Vendor shall not exceed the agreed-upon price established in the Agreements which shall be subject to annual appropriation performance contingencies.

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(b) Notwithstanding any other provision set forth in the Agreements, nothing contained herein shall be construed as a waiver of the Town's right to sovereign immunity under Section 768.28, Florida Statutes (2023), or other limitations imposed on Town's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

(c) The Parties agree that the maximum value and monetary limits of any individual express Town indemnification and all collective express Town indemnifications found in the Agreements, if any exist, shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligation to indemnify or the underlying cause for indemnity is based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. Notwithstanding anything in the Agreements or the Contract Documents to the contrary, to the extent that the Town has agreed to an express indemnification, the Parties agree that no Town indemnity shall require the Town to defend Vendor and no Town indemnity shall indemnify Vendor from and against attorneys' fees and costs, fees and costs for experts and witnesses, costs of suit, or any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment. This limitation provision shall not be construed to create a duty for the Town to indemnify the Vendor in the absence of an independent express indemnification clause.

(d) This Section shall survive termination of the Agreements and this Amendment.

§ 9. Vendor Indemnifications.

To the fullest extent permitted by Applicable Law, Vendor shall indemnify and hold harmless the Town of Dundee, Florida, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreements.

Without limiting the generality of the foregoing, the Town and the Vendor agree that, as used in this indemnification:

(a) the phrase "*liabilities, damages, losses, and costs*" shall include by way of explanation and not of limitation: (1) any and all charges or expenses for professional services inclusive of the professional services of others; (2) any and all charges or expenses incurred in court and dispute resolution proceedings including the charges and expenses of mediators; (3) any and all monetary, tangible and real liabilities, judgments, required payments and voluntary settlement payments for bodily injuries, sickness, disease, death, and injury to or destruction of tangible property including the loss of use resulting therefrom; and (4) any and all monetary, tangible and real liabilities, damages, losses and costs incurred, received, or sustained by any person or persons during or on account of any operations or matters connected with the Agreements, and any project, task or work performed hereunder;

(b) the phrase "*reasonable attorneys' fees*" shall include by way of explanation and not

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of limitation any and all fees, charges, and expenses for the professional services of attorneys and their offices in any and all pre-suit, trial, appellate and bankruptcy proceedings or otherwise; and

(c) the phrase “*negligence, recklessness, or intentionally wrongful conduct*” shall include by way of explanation and not of limitation the negligent, reckless, or intentional violation of any applicable federal, state, county, or local law, by-law, statute, ordinance or regulation and the negligent, reckless, or intentional acts or omissions of the Vendor, any person or organization directly or indirectly employed by Vendor, and anyone for whose acts any of them may be liable, arising from, relative to, or caused by the performance of any services as may be described or provided in the Agreements, or in any project, task or work performed hereunder.

In any and all claims against the Town, or any of its officers and employees, by any person employed or utilized by the Vendor in the performance of the Agreements, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any other person or organization under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Town, the Vendor or any other person or organization.

(d) In the event of any claims or suits which fall within the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Vendor from the Town that such amount is due, be made by Vendor prior to the Town being required to pay same, or in the alternative, the Town, at the Town’s option, may make payment of an amount so due and the Vendor shall promptly reimburse the Town for same, together with interest thereon at a rate consistent with §55.03, *Florida Statutes (2024)*, from the day of the Town’s payment.

The Town and the Vendor agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes, to contain any limited conditions or limitations of liability, and to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

§ 10. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of “Force Majeure” and such delays shall be excused in the manner herein provided. If a party is delayed in any work or performance pursuant to the Agreements due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreements shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will

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cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 11. Notices.

All notices under the Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE TOWN:

Tandra Davis, Town Manager
Town of Dundee, Florida
Physical Address: 202 East Main Street, Dundee, Florida 33838

WITH COPY TO: (*which shall not constitute notice*)

Frederick J. Murphy, Jr., Town Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Agreement, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 12. Compliance with Laws.

Vendor shall comply with Applicable Law, any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of the Town of Dundee, and of any and all other public authority which may be applicable.

§ 13. Assignment; Modification.

(a) The Agreements shall not be assigned by the Vendor, or any successor thereto, without the prior written consent of the Town which shall not be unreasonably withheld.

(b) The Agreements shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by the Parties and approved by the Town's governing body. No oral modifications will be effective or binding on either the Town or Vendor

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regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of the Agreements, the parties agree to modify and/or amend the Agreements, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§ 14. State Law Compliance. The following provisions are included to comply with Florida State Statutes:

(a) ***Scrutinized Companies***. Section 287.135 of the Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the TOWN for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing and/or entering into the Agreements, VENDOR certifies that it does not and did not at any time since the submission of a response to the Town's initial solicitation participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. VENDOR understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the TOWN may terminate the Agreements at the TOWN's option if the VENDOR is found to have submitted a false certification.

(b) ***Public Entity Crimes; Convicted Vendor List***. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal and/or bid on a contract to provide any goods or services to a public entity, may not submit a proposal and/or bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing the Agreements, VENDOR certifies that it is not on the convicted vendor list.

(c) ***Drug-Free Workplace***. By executing the Agreements, VENDOR certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102 of the Florida Statutes.

(d) ***E-Verify***. By entering into the Agreements, VENDOR becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the

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E-Verify system to verify the work authorization status of all new employees of the VENDOR and any subcontractor hired by the VENDOR. If the VENDOR enters into a contract with a subcontractor, the subcontractor must provide the VENDOR with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Agreements, 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 20 Calendar Days after the date of termination. If the Agreements are terminated for a violation of the statute by the VENDOR, the VENDOR may not be awarded a public contract for a period of one (1) year after the date of termination.

(e) *No Consideration of Social, Political, and Ideological Interests.* VENDOR acknowledges receipt of notice from the TOWN of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective vendor and/or contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. VENDOR affirms and agrees that the TOWN did not request any documentation about, or give any consideration to, the VENDOR's social, political, or ideological interests in negotiating, awarding, and/or entering into the Agreements.

(f) *Contracting with Foreign Entities.* By executing the Agreements, VENDOR certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, VENDOR certifies that no government of a Foreign Country of Concern has a "controlling interest" in VENDOR as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the VENDOR organized under the laws of a Foreign Country of Concern, nor does the VENDOR have its principal place of business located in a Foreign Country of Concern. If the Agreements permit the VENDOR to access the personal identifying information of any individual, VENDOR agrees to notify the TOWN in advance of any contemplated transaction that would cause VENDOR to be disqualified from such access under Section 287.138 of the Florida Statutes. VENDOR agrees to furnish the TOWN with an affidavit signed by an officer or representative of the VENDOR under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(g) *Human Trafficking Affidavit.* VENDOR shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "B"** simultaneously with and prior to providing the services hereunder.

§ 15. Insurance.

Vendor shall, at its own expense, procure and maintain throughout the Term of the Agreements, with an insurer or insurers acceptable to the Town, the types and amounts of

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insurance conforming to the Town's minimum requirements. Also, Vendor shall provide to the Town on or before the Effective Date of the Agreements a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Town and the Town's members, officials, officers and employees as additional insureds in the Commercial General Liability coverage.

§ 16. No Third-Party Beneficiaries.

The services to be performed by the Vendor are intended solely for the benefit of Town, and no benefit shall be conferred on, nor contractual relationship shall be established with any person or entity not a party to the Agreements.

§ 17. Independent Contractor.

Notwithstanding any provision of the Agreements, the Vendor and Town agree that the Vendor is an independent contractor for all purposes and when performing any services under the Agreements.

§ 18. Severability.

If any term, covenant, or condition of the Agreements or the application thereof to any person or circumstances shall to any extent, be deemed by a court of competent jurisdiction to be lawfully invalid or unenforceable, the remainder of the Agreements or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of the Agreements shall be valid and enforced to the fullest extent permitted by law. The Town and Vendor further agree to reform the Agreements to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

§ 19. Construction.

The Town and Vendor acknowledge that the Agreements have been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreements shall be interpreted in accordance with the terms and conditions contained herein. Any controversy over the construction of the Agreements shall be decided neutrally and without regard to events of authorship or negotiation.

§ 20. Attorneys' Fees.

In the event either the Town or the Vendor brings an action against the other to interpret and/or enforce the Agreements and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

Exhibit F

Resolution No. 24-33

§ 21. Execution in Counterparts.

The Agreements and this Amendment may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one agreement.

[Remainder of page intentionally left blank]

Exhibit F

Resolution No. 24-33

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor: Odyssey Manufacturing Company, Inc.

Executed this ____ day of _____, 2023

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 2023, by _____, as _____, on its behalf, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida

Printed Name: _____

My commission expires: _____

Exhibit F

Resolution No. 24-33

Town of Dundee, Florida:

Executed this ____ day of _____, 2023

By: _____
Town Manager

Attest:

Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney

Exhibit F

Resolution No. 24-33

HUMAN TRAFFICKING AFFIDAVIT

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officers or representatives of the VENDOR, we certify that the VENDOR identified above does not, for labor or services,

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Odyssey Manufacturing Company, Inc.

Executed this ____ day of _____, 2024.

By: _____
 Name: _____
 Title: _____

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of _____, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

 Notary Public Signature
 Print Notary Name: _____
 My commission expires: _____