



## Cooper City Commission Meeting Agenda Item Request Form

**Commission Meeting/Workshop Date:** July 16, 2019

**Requesting Department:** Finance

**Subject:** Interim contract for Emergency Response, Debris Management and Recovery Services

**Section:**

<i>Presentation</i>	<i>Consent</i>	<i>Regular</i>	<i>Discussion</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Background and Recommendation (attach backup material to Item Request Form):**

This is a recommendation to approve a 90-day interim contract with Ashbritt Environmental to provide emergency response, debris management and recovery services. The City has contracted with Ashbritt for these services since July 2011. Ashbritt has continually provided excellent service; therefore, the City wishes to continue using their services until a new contract is awarded.

RFP 2019-3-PW, Disaster Debris Removal Services, is currently on the street and proposals are due on July 30, 2019. The City anticipates award of a new contract by Tuesday, September 10, 2019.

**FISCAL IMPACT ANALYSIS:**

Recommended Sources of Funds/Summary of Fiscal Impact (General Ledger Account Number(s)):

		Fiscal Years		
Fund	Account	2017	2018	2019
N/A (Standby Contract)				

**Approvals:**

Finance Director     *SW*     City Manager     *KL*     City Clerk \_\_\_\_\_

- Attached: 1. Agreement  
2. Resolution

**RESOLUTION NO. 19-7-6**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE CITY AND ASHBRIIT, INC. FOR EMERGENCY RESPONSE, DEBRIS MANAGEMENT AND RECOVERY SERVICES, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; FINDING THAT ENTERING INTO THE AGREEMENT WITH ASHBRIIT IS IN THE BEST INTERESTS OF THE CITY, IN ACCORDANCE WITH SECTION 2-258(I) OF THE CITY'S CODE OF ORDINANCES; DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSRY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on or about July 20, 2011, the City of Cooper City (the "City") and Ashbriit, Inc. ("Ashbriit") entered into an agreement pursuant to RFP#2011-1-PW, whereby Ashbriit agreed to provide the City with emergency response, debris management and recovery services (the "Original Agreement"); and

**WHEREAS**, the Original Agreement provided for a five (5) year term with two (2) additional one (1) year renewals; and

**WHEREAS**, the term of the Original Agreement, along with all renewal options, expired on or about July 19, 2018; and

**WHEREAS**, the City's professional staff is in the process of procuring a new contract for emergency response, debris management and recovery services; and

**WHEREAS**, the City's professional staff recommends entering into a new, limited agreement with Ashbriit to ensure that a vendor is under contract in the event of a weather-related incident while the City goes out to bid for an emergency response, debris management and recovery service provider, consistent with the City's procurement code and FEMA requirements; and

**WHEREAS**, Section 2-258(i) of the City's Code of Ordinances authorizes the City

Commission to waive certain procurement procedures upon the recommendation of the City Manager that such a waiver is in the best interests of the City; and

**WHEREAS**, the City Manager has made such a recommendation to ensure that the City has a contract in place while going through a competitive procurement process; and

**WHEREAS**, the City Commission finds that entering into the agreement with Ashbritt, attached hereto as Exhibit “A” and incorporated herein, is in the best interests of the citizens and residents of the City and consistent with Section 2-258 of the City’s Code of Ordinances.

**NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Cooper City, Florida:**

**Section 1:** The foregoing recitals contained in the preamble to this Resolution are incorporated by reference herein.

**Section 2:** The City Commission hereby approves and authorizes the execution of the Agreement for emergency response, debris management and recovery services between the City and Ashbritt attached hereto as Exhibit “A” and incorporated herein. The City Commission finds that entering to the attached agreement with Ashbritt is in the best interests of the City.

**Section 3:** The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

**Section 4. Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 5. Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 6. Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

\_\_\_\_\_  
**GREG ROSS**  
Mayor

ATTEST:

\_\_\_\_\_  
**KATHRYN SIMS**  
City Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**ROLL CALL**

Mayor Ross	_____
Commissioner Curran	_____
Commissioner Green	_____
Commissioner Meltzer	_____
Commissioner Pulcini	_____

**AGREEMENT FOR EMERGENCY RESPONSE AND DEBRIS MANAGEMENT AND  
RECOVERY SERVICES**

**THIS AGREEMENT** made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**CITY OF COOPER CITY, FLORIDA**, a municipal corporation, of the State of Florida, with a business address of 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, hereinafter referred to as “CITY”,

and

**ASHBRITT, INC.** with a business address of 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 hereinafter referred to as “CONTRACTOR”,

**Recitals**

**WHEREAS**, the CITY previously entered into a professional services agreement with the CONTRACTOR dated July 20, 2011 for Emergency Response, Debris Management, and Recovery Services (“Professional Services Agreement”) on an as needed basis, a copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference; and

**WHEREAS**, pursuant to the City of Cooper City Code of Ordinances, the City Commission may authorize the waiver of procurement procedures upon recommendation of the City Manager that it is in the best interest to do so to obtain services which cannot be acquired through the normal purchasing process due to insufficient time; and

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Agreement and according to the terms of the Professional Services Agreement; and

**WHEREAS**, the City Commission of the City of Cooper City, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with the CONTRACTOR for Emergency Response, Debris Management, and Recovery Services.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1 – Recitals**

**1.1** The foregoing recitals are true and correct and the terms and provisions of the Professional Services Agreement are incorporated herein.

**Article 2 - Scope of Professional Services**

**2.1 Debris Removal:** It is the intent of this Agreement for the CONTRACTOR to provide the services as described the Professional Services Agreement, so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services.

Specifically, the Scope of Services will encompass the Services as defined in the Professional Services Agreement, attached hereto as **Exhibit "A."**

### **Article 3- Term of Agreement**

**3.1 Term:** This Agreement shall be effective upon execution of this Agreement by both parties and shall be for a period of Ninety (90) days. This Agreement may be renewed for an additional Ninety (90) day renewal period upon mutual written consent of the Parties.

### **Article 4- FEMA Reimbursements and Requirements**

**Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:**

**4.1** CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Emergency Response, Debris Management, and Recovery Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

**4.2** If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

**4.3** Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

**4.3.1 Equal Employment Opportunity:** During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

4.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). **In accordance with the statute, CONTRACTOR must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.**

4.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

4.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be

required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33

U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### Clean Air Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

4.3.6. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935)

- (1) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

4.3.7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

4.3.8 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

4.3.9 Recovered Materials.

(1) In the performance of this Contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting Contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.3.10 Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

4.3.11 Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

4.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The CONTRACTOR agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(3) In order to comply with Florida's public records laws, the CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.

b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 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.

d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

**IF THE COMPANY 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**

**KATHRYN SIMS  
PO BOX 290910  
COOPER CITY, FL 33329**

**(954) 434-4300**  
**ksims@coopercityfl.org**

**4.3.13 No Obligation by the Federal Government**

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**4.3.14 DHS Seal, Logo, and Flags.** The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**4.3.15 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**4.3.16 Fraudulent Statements.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Contract.

**Article 5- Miscellaneous**

**5.1 Notices:** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand, mailed by United States registered or certified mail, sent by facsimile addressed as follows:

As to CONTRACTOR:            Randal Perkins  
   Ashbritt, Inc.  
   565 E. Hillsboro Blvd.  
   Deerfield Beach, FL 33441

As to CITY:                     Kathryn Sims, Interim City Manager  
   City of Cooper City  
   PO Box 290910  
   Cooper City, FL 33329  
   (954) 434-4300 (phone)

(954) 372-4255 (facsimile)

With a Copy to:

Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
(954) 771-4500 (phone)  
(954) 771-4923 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

**5.2 Compliance with Federally Required Contract Provisions:** CONTRACTOR shall comply with all, local, state, and federally required contract provisions, as amended from time to time.

**5.3 CONTRACTOR agrees to:**

- a. Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; The boycott Israel list is created pursuant to 215.4725, Florida Statutes.
- b. As the person authorized to sign on behalf of CONTRACTOR, I hereby certify that the CONTRACTOR is not participating in a boycott of Israel. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel will be cause for the CITY to terminate this Agreement at the option of the CITY. In addition, the CONTRACTOR may be subject to civil penalties, attorney's fees, and/or costs.

**5.4 Conflict and Ratification:** In the event of conflict between the terms of this Agreement and the terms of the Professional Services Agreement, this Agreement shall prevail. All other terms not in conflict in the Professional Services Agreement are hereby ratified and incorporated herein.



**EXHIBIT "A"**

**Professional Services Agreement dated July 20, 2011**