

AGREEMENT
between
THE CITY OF COCONUT CREEK
and
MACH ALERT, INC.
for
Fire Station Alerting

THIS AGREEMENT is made and entered into on this ____ day of _____, 2020, between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and MACH ALERT, INC., a Florida corporation with principal offices located at 9270 Bay Plaza Boulevard, Suite 605 Tampa, FL 33619 (the "Contractor"), to provide fire station alerting at Fire Station 50, 4500 Coconut Creek Parkway Coconut Creek, FL 33063, Fire Station 94, located at 4555 Sol Press Boulevard, Coconut Creek, FL 33073, and Temporary Fire Station 113 located at 5400 Wiles Road, Coconut Creek, FL 33073.

NOW THEREFORE, in consideration of the mutual covenants and benefits hereinafter set forth, the receipt and sufficiency hereby acknowledged, the City and Contractor agree as follows:

1) The Work

The Contractor shall perform all work for the City required by this Agreement as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary for fire station alerting located at the City's Fire Station 50, 4500 Coconut Creek Parkway Coconut Creek, FL 33063, as specified in the proposal attached hereto as Exhibit "A."
- b) Contractor shall furnish all labor, materials, and equipment necessary for fire station alerting located at the City's Fire Station 94, 4555 Sol Press Boulevard, Coconut Creek, FL 33073 as specified in the proposal attached hereto as Exhibit "A."
- c) Contractor shall furnish all labor, materials, and equipment necessary for fire station alerting located at the City's Temporary Fire Station 113, 5400 Wiles Road, Coconut Creek, FL 33073 as specified in the proposal attached hereto as Exhibit "A."
- d) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

- e) Contractor shall provide the City with at least seventy-two (72) hours notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- f) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- g) The City and Contractor shall proceed with work at a mutually agreed upon time and date in writing. The Contractor will coordinate the service date and time in advance with Jeffery Gary, Fire Marshal, on behalf of the City.
- h) The City will provide adequate access to the work areas, including removing any personal items.

2) Time of Commencement

The work to be performed under this Agreement shall be commenced after execution of this Agreement and shall be completed no later than January 31, 2021.

3) Contract Price

The City and Contractor agree that the value of the work under this Agreement, inclusive of labor and materials, is One Hundred Sixteen Thousand Seven Hundred Fourteen and 00/100 Dollars (\$116,714.00).

4) Payment

Payment will be tendered to Contractor via City check as follows: twenty percent (20%) upon execution of the Agreement, sixty-five percent (65%) to be billed monthly for work completed, and fifteen percent (15%) to be paid when the work has been completed, inspected and accepted by the City.

5) Contract Term

The term of this Agreement shall begin on the day and year first written above and end upon completion of all work to the satisfaction of the City.

6) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of the City's acceptance of the work. In the event that defect occurs during this time, Contractor shall perform such steps as required by industry standards and the City's Fire Marshal or designee to cure the defect. Contractor shall be responsible for any damages or defects in the work areas caused by poor materials and/or workmanship of the Contractor.

7) Non-Discrimination

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, race, color, religion, sex, national origin, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status, and to abide by all Federal, State, and County laws regarding non-discrimination. The Contractor further

agrees to insert the foregoing provisions in all subcontractor's agreements hereunder. Any violation of such provisions shall constitute a material breach of this Agreement.

8) Independent Contractor

Contractor is an independent Contractor under this Agreement. All services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

9) Insurance

Contractor shall provide the City with proof of insurance prior to executing the Agreement. Contractor agrees to provide the City with a Certificate of Insurance in a form acceptable to the City, naming the City of Coconut Creek as an "Additional Insured". The Certificate shall include General Liability. The General Liability coverage will be written in an "occurrence" basis format, with a minimum limit of \$1,000,000 for each occurrence. Workers' Compensation Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. Note: If Contractor is exempt from Florida's Workers' Compensation law, Contractor must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

10) Indemnification

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time.

11) Public Records

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that required by the City to perform the services.
- b) 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 copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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.
- e) If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.
- f) **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

12) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

13) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses:

CITY
Jeffery Gary, Fire Marshal
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

Phone: 954-545-6617

CONTRACTOR

Ernesto Ramos, FSAA Department Manager

MACH ALERT INC.

9270 Bay Plaza Boulevard, Suite 605

Tampa, FL 33619

Phone: 813-981-8713

14) Termination

Upon thirty (30) calendar days, written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the Agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. If the Agreement is terminated by the City, the City must state in its notice to Contractor that the Agreement is being terminated under the termination clause and the extent of the termination and reasonable payment for work already done. The Contractor shall discontinue all work on the appointed last day of service.

15) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force, without regard to conflicts of law principles. The venue for actions arising out of this Agreement is exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida for state claims, or the United States District Court for the Southern District of Florida for federal claims.

16) Severability; Waiver of Provisions

If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and this application of such provisions shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

18) Interpretation

The language of this Agreement has been agreed to and prepared by both Parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

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

CONTRACTOR
MACH ALERT INC., a Florida Corporation

WITNESSES:

[Signature]
Candy Osborne
(Print or Type Name)

By: [Signature]
Ernesto Ramos
(Print or Type Name)

[Signature]
Sam Matheny
(Print or Type Name)

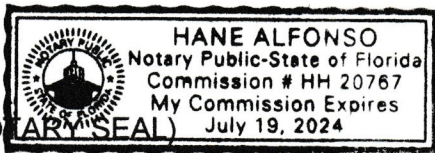
CORPORATE ACKNOWLEDGEMENT

STATE OF Florida:

COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared by means of physical presence or online notarization, Ernesto Ramos, as General Manager of MACH ALERT INC., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 14 day of October, 2020.



(NOTARY SEAL)

[Signature]
Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

Hane Alfonso
Name of Notary Typed, Printed or Stamped

personally known to me or
 has produced identification:

Identification FIDL

CITY OF COCONUT CREEK

ATTEST:

Karen M. Brooks, City Manager

Leslie Wallace May, City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney