**AGREEMENT**

***between***

**THE CITY OF COCONUT CREEK**

***and***

**PSI TECHNOLOGIES, INC.**

***for***

**WASTEWATER PUMPS, NEW AND REPLACEMENT PARTS, EQUIPMENT, AND SERVICES (Single Source)**

THIS AGREEMENT is entered into on _____ day of _____, 2026 between the City of Coconut Creek, a municipal corporation with principal offices located at 4800 West Copans Road, Coconut Creek, Florida 33063 ("City") and PSI Technologies Inc., a Florida corporation authorized to transact business in the State of Florida with principal offices located at 151 North Hill Road, Suite 293, Plantation, FL 33324 ("Vendor") to provide WILO USA, LLC repair services, purchase of OEM new products and equipment repair parts, and OEM repair and replacement parts, as a Single Source Vendor on an as needed basis.

Now therefore, in consideration of the mutual covenants hereinafter set forth, City and Vendor agree as follows:

1. **The Contract Documents**
   This Agreement and Attachment A, constitute the entire Agreement between the City and the Vendor ("contract documents"). The contract documents must be read together to provide the most complete interpretation of the work to be conducted. Vendor shall comply with all terms and conditions of the contract documents, as well as the provisions set forth herein. In the event of a conflict between the contract documents, the terms of this Agreement will prevail.

2. **The Work**
   The Vendor shall perform all work for the City required by the contract documents, as set forth below on an as needed basis:

   a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.

   b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.

   c) Vendor shall provide the City with seventy-two (72) hours written 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.

   d) Vendor 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 Vendor,

its employees, agents or Vendors, if any, with respect to the work and services described herein. The Vendor further warrants that there has been no violation of copyrights or patent rights either in the United State of America or in foreign countries in connection with the work of the contract.

e) The City may require additional items/duties of a similar nature but not specifically listed in the Agreement. The Vendor agrees to provide such items/duties, and shall provide the City process on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in this Agreement. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other Vendors, or to cancel the contract upon giving the Vendor thirty (30) days written notice.

f) The Vendor shall:
   i) Be bound by all terms, conditions, and requirements of this Agreement;
   ii) Provide service for equipment on-site during normal working hours, Monday through Thursday, 7:00 a.m. to 6:00 p.m.;
   iii) Be responsible for all travel and associated expenses to and from their facility;
   iv) Provide emergency call-out service, unscheduled service, as required;
   v) Perform all services in accordance with manufacturer's requirements/specifications and all applicable city, state, federal and safety regulations;
   vi) Provide the designated City Contract Administrator with a written estimate containing the following, but not limited to, a scope of work, estimated number of hours to complete work, list of necessary parts with pricing, and an estimated time of completion for each job;
   vii) Obtain the City's written approval prior to commencement of work;
   viii) Coordinate scheduling of work with the designated City Contract Administrator;
   ix) Provide all labor, tools, parts, materials, and accessories necessary to complete repairs;
   x) Be required to supply OEM replacement parts or the manufacturers approved equal; and
   xi) Return all parts to the City, to be disposed of at City's discretion.

g) The City shall:
   i) Order services on an as needed basis via purchase order and
   ii) Provide access to work area and equipment.

**3. Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Attachment A, Price Schedule and as per the approved budget. All prices proposed by the Vendor shall remain fixed and firm for a period of ninety (90) calendar days, from the date of this Agreement, unless otherwise stated by the City. All pricing must include delivery and be quoted FOB Destination.

The single fixed percentage discount offered shall apply to all items within the specified manufacturer's price list. The purchase of OEM parts ONLY with or without service shall be billed at the fixed percentage discount from current MSRP. The same single fixed percentage off discount shall apply for both delivery items and items picked up by authorized City personnel at Vendor's place of business.

Vendor is cautioned to calculate their discount percentage carefully. Separate shipping charges are not allowed under this contract and shall be taken into consideration when offering your percentage discount.

**4. Repair Services**

Repair services shall be quoted on an "as needed" basis.

a) **Standard Hourly Labor Rate:** Hourly rate for work requested and completed during the hours of 7:00 a.m. to 3:30 p.m. Monday through Friday excluding City recognized holidays. Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked).

b) **Overtime Rate:** Overtime compensation shall be paid at a rate of 1.5 times the awarded standard hourly labor rate for actual time worked between 3:30 p.m. and 7:00 a.m., Monday through Friday and weekends.

c) **Holiday Rate:** Holiday compensation shall be paid at a rate of 2.0 times the awarded standard hourly labor rate for actual time worked during City recognized holidays.

d) No additional payment(s) shall be made for outside expenses. The City shall only pay for work performance on site. The City shall pay for services on an hourly rate basis on actual work performed and accepted on site.

5. **Contract Term**
The Agreement period shall be for three (3) years after the full execution of this Agreement.

6. **Conditions for Emergency/Hurricane or Disaster**
It is hereby made a part of this Agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Vendor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency

7. **Payments**
Payments will be made in accordance with Chapter 218, Part VII, Local Government Prompt Payment Act, Florida Statutes. Funding for this Agreement is contingent on availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

Payment is based on the hourly rate and percentage discounts provided in Attachment A. Payment shall be rendered ONLY upon the City's satisfaction of goods and services rendered. Hourly rate shall include, but is not limited to, all supervision, labor, equipment, tools, machinery, transportation, travel, mobilization, demobilization, manpower, fuel, tools and other facilities/services or any other incidental expenses necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid.

8. **Indemnification & Hold Harmless**
The parties agree that one percent (1%) of the total compensation paid to Vendor for the work or services under this Agreement shall constitute specific consideration to Vendor for the indemnification to be provided under the Agreement. The Vendor 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 Vendor 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 or expiration 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. In any and all claims against the City, or any of their agents or employees by any employee of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor shall anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all of the City's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. The above provisions will survive the termination or expiration of this Agreement and will pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination or expiration hereof.

9. **Public Entity Crimes Statement**
Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Vendor certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Vendor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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, Florida Statutes, as amended from time to time, for Category TWO ($35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

10. **Termination**

a) **Termination for Cause: Immediate**
In the event the Vendor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Vendor, terminate this contract effective immediately upon receipt of notice as provided in this Agreement. The notice for immediate termination shall state the date of termination and Vendor shall discontinue all work under this contract on that date. In the event of immediate termination, the City shall have all legal and equitable remedies available to it, and may hold the Vendor liable for any and all damages sustained by the City arising out of such default, including but not limited to costs of reprocurement and cover.

b) **Termination for Cause: Time to Correct**
In the event the Vendor defaults in or violates any of the terms, obligations, restrictions or conditions of this contract, the City may, upon written notice to the Vendor consistent with the "Notice" provisions of this Agreement, set forth the reason(s) for said termination and state a reasonable time-frame, not to exceed five (5) calendar days, for the Vendor to correct the conditions to the satisfaction of the City. In the event the Vendor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City within the timeframe prescribed, the City may terminate the contract effective immediately as provided above. If Vendor requests a hearing before the City Manager within the timeframe

prescribed for correction, the City Manager may extend such time for correction to accommodate such hearing. Notwithstanding the above, the City shall have all legal and equitable remedies available to it, including, but not limited to termination of the Contract in which case the Vendor shall be liable for any and all damages arising from the default and breach of the contract.

c) **Termination for Convenience of City**
Upon thirty (30) calendar days written notice to the Vendor as provided in the "Notice" provisions of this Agreement, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Vendor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Vendor shall discontinue all work on the appointed last day of service.

**11. Anti-Discrimination**

That Vendor shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity, expression or veteran or service member status be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and

b) No employee or applicant for employment on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status shall be discriminated against during the course of employment or application for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to performance of this Agreement.

**12. Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship with the Vendor and the City will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

## 13. Gratuities and Kickbacks

a) **Gratuities**
It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

b) **Kickbacks**
It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to Vendor or higher tier subcontractor any person associated therewith, as an inducement of the award of a subcontract or order.

c) **Contract Clause**
The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation, therefore.

## 14. Public Records

City is a public agency subject to Chapter 119, Florida Statutes, as amended from time to time. To the extent Vendor is a Contractor acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, as amended from time to time, Vendor shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, Vendor agrees to:

a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order 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, Florida Statutes, 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 Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the City.

d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the Vendor or keep and maintain public records required by the City to perform the services. If the Vendor transfers all public records to the City upon completion of the services, 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 services, the Vendor 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 THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S**

**CUSTODIAN OF PUBLIC RECORDS AT PublicRecords@CoconutCreek.gov, 954-973-6774, 4800 WEST COPANS ROAD, COCONUT CREEK, FL 33063.**

If Vendor 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.

**15. Assignment and Subcontracting**

Vendor shall not transfer or assign the performance required by this Agreement without the prior written consent of the City Contract Administrator. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City nor shall the Vendor assign any monies due or to become due to him or her, without the previous written consent of the City Contract Administrator.

**16. Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement. This Agreement is subject to termination based on lack of funding. Issuance of a notice to proceed by City of Coconut Creek to Vendor shall serve as guarantee that funding is in place for the amount stipulated in the Purchase Order.

**17. Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be addressed to the party for whom it is intended at the following addresses, and delivered by written notice, sent by registered United States mail, with return receipt requested, or by United Parcel Services (UPS) or Federal Express (FedEx) with tracking and signature required at delivery. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed, the UPS or FedEx tracking shows the item is delivered with signature, or the notice is hand delivered.

**CITY**
City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

**With a copy to:**
City Attorney at the same address

**VENDOR**
Eric Doverspike, PD
PSI Technologies, Inc.
151 North Nob Hill Road, Suite 293
Plantation, FL 33324
Email: eric@psi-tech.com

**18. Choice of Law and Venue**

The parties hereby agree that the only laws that apply to this Agreement are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place exclusively in the Seventeenth Judicial Circuit in and for Broward County, Florida and that all litigation between them in the federal courts shall take place exclusively in the United States District Court for the Southern District of Florida.

**19. Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

**20. Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without

invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. 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.

**21. Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor 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 Vendor and authorized designees of the City.

**22. Insurance Requirements**

The Vendor shall assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek.

Neither Vendor nor any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Vendor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation. Throughout the term of this Contract, Vendor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in force, at all time, insurance as follows:

a) **General Liability**

Commercial General Liability insurance with limits not less than $1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

b) **Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than $1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverages for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

c) **Workers' Compensation**

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with a limit of $100,000.00 each accident. The Vendor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Vendor shall be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Vendor purchases a bond to cover the full amount of the deductible or self-insured retention.

Vendors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and by entering in to and signing this agreement certify that, based on the number of employees, the Vendor is not required to carry Workers' Compensation insurance under Florida Law.

**d) General**

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

i) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.

ii) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek
Procurement Division
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Vendor, prior to commencement of Contract, must submit revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

If Vendor is self-insured, they shall provide the City with a recent audited financial statement and description of how the self-insurance program is funded, along with a liability coverage statement signed by an authorized corporate officer.

No contract shall be executed by the City, nor activities under this Agreement shall commence, until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Manager of each party.

**e) Insurance Company and Agent**

All insurance policies herein required of the Vendor shall be written by a company with an A.M. Best rating of A- VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

**23. Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes**

Vendor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If City determines that Vendor has falsely certified facts under this paragraph, or if Vendor is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes, as amended. The City reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the City must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: 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, unless the Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Vendor provides the City with an affidavit signed by an authorized representative of the Vendor, under penalty of perjury, attesting that the Vendor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

PSI Technologies Inc is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Patti Marchetti Title: Director/Secretary/Treasurer

Signature: Patti Marchetti Date: May 16,2026

**24. Uncontrollable Circumstances ("Force Majeure")**

As used herein, "Force Majeure" means the occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the "Notice" provisions of this Agreement, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). The City reserves its right to challenge the invocation by the Vendor within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the

invocation is accepted by the City, the Vendor must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Vendor's performance requirements under this Agreement. All obligations must resume when the circumstances of such event(s) have subsided, or other arrangements are made pursuant to a written amendment to this Agreement.

**25. Cleaning Up**

The Vendor at all times shall keep City premises free from accumulation of waste materials or rubbish caused by Vendor's operation. At the completion of the work, Vendor shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and surplus materials and provide final cleaning and return the space to a condition suitable for use by the City.

**26. Warranties of Vendor: Vendor hereby warrants and represents as follows:**

a) **Warranty of Title**
The Vendor warrants to the City that all goods and materials furnished under the contract will be new unless otherwise specified and that Vendor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

b) **Warranty of Specifications**
The Vendor warrants that all goods, materials and workmanship furnished, whether furnished by the Vendor or its sub-Vendors and suppliers, will comply with the specifications, drawings, and other descriptions supplied or adopted.

c) **Warranty of Merchantability**
The Vendor warrants that the goods to be supplied pursuant to the contract are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

d) **Warranty of Material and Workmanship**
The Vendor warrants all material and workmanship for a minimum of one (1) year from date of project completion and acceptance by the City. If within one (1) year after acceptance by the City, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, the Vendor shall after receipt of a written notice from the City to do so, promptly correct the work unless the City has previously given the Vendor a written acceptance of such condition.

e) The Vendor warrants to the City that it will comply with all applicable federal, state, and local laws, regulations and orders in carrying out its obligations under the contract.

f) The Vendor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

g) The Vendor warrants to the City that the consummation of the work provided for in the contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or Agreement to which the Vendor is a party.

h) The Vendor warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the contract.

i) All warranties made by the Vendor together with service warranties and guarantees shall run to the City and the successors and assigns of the City.

j) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner consistent with its industry standards and applicable laws.

**27. Catalogs, Manufacturer Suggested Retail Prices (MSRP), etc.**
Upon request, the Vendor shall supply at no charge current catalogs and/or MSRPs. The Vendor shall update and keep all catalogs and MSRPs current throughout the term of the contract. When a revision to the manufacturer's catalog is made and/or MSRP occurs which includes the addition of new products within the scope of this solicitation, the discount and the net price of the new products must be equal to or better than the discount and price of the items originally included in this Agreement.

**28. Joint Preparation**
It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

**29. Non-Exclusive Agreement**
The services to be provided by Vendor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude City from engaging other firms to perform the same or similar services for the benefit of City within City's sole and reasonable discretion.

**30. Attorney's Fees**
In the event of litigation to enforce the terms of this Agreement, the Non-Prevailing Party shall be liable to the prevailing party for all reasonable costs, expenses, attorneys' fees and damages at the trial and appellate level, up to and including the U.S. Supreme Court, which may be incurred or sustained by the prevailing party by reason of the non-prevailing party's breach of any of the provisions of this Agreement.

**31. Counterparts and Multiple Originals**
This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

**32. Performance**
It is the intention of the City to obtain the products and services as specified herein from a source of supply that will give prompt and convenient service. The Vendor must be able to perform as required under the scope of services. Any failure of Vendor to comply with these conditions may be cause for terminating this contract immediately upon notice by the City. The City reserves the right to obtain these products from other sources, when necessary, should Vendor be unable to perform on a timely basis and such delay may cause harm to the using department or City residents.

**33. Award of Contract**
The Contract is granted to a responsible Vendor licensed and qualified by experience to do the work specified. The Vendor shall be insured, licensed, and certified by all applicable local, county, and state agencies.

**34. Dispute Resolution Process**

a) All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be settled internally with the City Manager or designee.

b) In the event a dispute cannot be settled through the chain of command set forth in this Section, all claims, disputes and controversies shall be referred to mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The Parties will take all reasonable measures necessary to effectuate such tolling.

c) Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy, the nature and extent of any monetary claim, and a request for mediation. The Vendor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Broward County, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the joint selection of a certified civil mediator who is mutually acceptable to both parties. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation in a court of competent jurisdiction in Broward County, Florida, after providing ten (10) days' advance written notice to the other party.

d) ~~The Parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury. THE CITY AND THE VENDOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION, OR ENFORCEMENT OF THIS AGREEMENT.~~

05-20-2026

**35. Remedies**

a) **Damages**
The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Vendor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Vendor's failure to perform in accordance with the requirements of this Agreement.

b) **Correction of Work**
If, in the judgment of the City, work provided by the Vendor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Vendor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City is the sole judge of non-conformance and the quality of workmanship.

**36. Discriminatory Vendor List**
Vendor hereby acknowledges its continuous duty to disclose to the City if the Vendor or any of its affiliates, as defined by Section 287.134(1) (a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

37. **Trade Secrets and Proprietary Confidential Business Information**
Documents submitted by Vendor which constitute trade secrets as defined in Section 812.081, Florida Statutes, as amended from time to time, or proprietary confidential business information when held by the City as a utility owner, consistent with Section 119.0713(5), as amended from time to time, and which are clearly marked or stamped as confidential by the Vendor at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge Vendor's interpretation of the term "trade secrets" or "proprietary confidential business information," within five (5) calendar days of such challenge, Vendor must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary confidential business information actually constitutes same as defined by law. Vendor must demonstrate the need for confidentiality of the documentation by showing a business advantage or an opportunity to obtain an advantage if the documentation was released. Otherwise, Vendor is required to timely seek a protective order in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County to prevent the City's release of the requested records.

38. **Audit Rights**
The City reserves the right to audit the records of the Vendor for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of five (5) years after completion and acceptance by the City. If required by the City, the Vendor agrees to submit to an audit by an independent certified public accountant selected by the City. The Vendor must allow for the City to inspect, examine and review the records of the Vendor in relation to this contract at any and all times during normal business hours during the term of the contract.

39. **Third Party Beneficiaries**
Neither Vendor nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party is or will be entitled to assert a right or claim against either of them based upon this Agreement.

40. **Waiver of Jury Trial**
**BY ENTERING INTO THIS CONTRACT, EACH OF VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONTRACT OR SOLICITATION AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS MUST BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

41. **E-Verify Requirements**
Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to

utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Coconut Creek.

By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit to Vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes as amended, and Vendor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Vendor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

**42. Foreign Gifts and Contracts**

The Vendor must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**43. Prohibited Telecommunications Equipment**

Vendor represents and certifies that it and its applicable subcontractors do not and will not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor, and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source, Vendor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

**44. Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Florida Statutes as amended.

**45. Environmental/Social Activism under Section 287.05701, Florida Statutes**

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Vendor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

**46. Interpretation**

The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

**47. Human Trafficking Affidavit**

When an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

PSI Technologies Inc does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking". Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Patti Marchetti Title: Director/Secretary/Treasurer

Signature: Patti Marchetti Date: May 16, 2026

**48. Risk of Loss**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Vendor until the completion of the project and inspection and acceptance of the project by the City.

**49. City of Coconut Creek Acceptance**

Acceptance is defined as the work completed and a service ticket signed by the City representative. Invoices shall be submitted only when the service has been rendered. Invoices shall not be accepted for services that have not yet been rendered.

**50. Data Management, Data Ownership, and Data Security**

Vendor must provide City with Notice of Breach in accordance with Sections 501.171 and 282.3185, Florida Statutes, including mandatory conditions of cooperation with timely incident reporting, response activities/fact-gathering, public and agency notifications requirements, severity level assessment, and after-action reporting. Vendor shall notify the City in writing of any actual or reasonably suspected unauthorized access to, or disclosure of data as soon as practicable, but in no event later than 72 hours after Vendor becomes aware of such data breach. Such notice shall include all information reasonably available at the time and shall be supplemented as additional information becomes known.

Vendor acknowledges and agrees that all data, information, records, and materials, in any form or format, that Vendor accesses, receives, maintains, generates, or processes in connection with this Agreement are and shall remain the sole and exclusive property of the City. Vendor shall have no ownership or other proprietary interest in this data and is strictly prohibited from selling, reselling or otherwise commercializing any such data, information, records, or materials.

Vendor shall implement, maintain, and enforce industry-standard administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of all data. At a minimum, such safeguards shall include:

a) Encryption of data both at rest and in transit using current, industry-accepted cryptographic protocols;

b) Enforcement of multi-factor authentication for all systems, applications, and user accounts with access to data; and

c) Comprehensive audit logging sufficient to record, monitor, and retain system access, administrative activity, and data transactions.

Vendor shall maintain compliance, where applicable, with recognized security frameworks and standards, including but not limited to SOC 2, CJIS, and HIPAA, and shall provide documentation of such compliance upon request. All data stored, processed, and maintained in connection with this Agreement shall be located within the United States. Vendor shall not transfer, cause to be transferred, access, or permit access to data from outside the United States.

Vendor shall not engage any subcontractor or other third party to access, process, or store data without the prior written approval of the City. Vendor shall ensure that any approved subcontractor or third party bound by written agreements that impose data protection, confidentiality, and security obligations no less stringent that those set forth in this Agreement. Vendor shall remain fully responsible and liable for all acts and omissions of its subcontractors and third parties related to the data and performance under this Agreement.

**51. Confidential Information; Generative Artificial Intelligence**

Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the parties are strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of the parties. The parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this Section.

**52. Prohibition on Use of City Data for Model Training or Improvement**
Vendor shall not use City data, derived data, or metadata to train, fine-tune, or otherwise improve models for any customer other than City, except as strictly necessary to provide the vendor services within City's dedicated environment.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and PSI Technologies, Inc., signing by and through its President or designee, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

Sheila N. Rose, City Manager _____ Date

Joseph J. Kavanagh
City Clerk _____ Date

Approved as to form and legal sufficiency:

Terrill Pyburn
City Attorney _____ Date

[Vendor's Signature to Follow]

**COMPANY**

ATTEST:

PSI Technologies, Inc.
Company Name

Patti Marchetti
(Corporate Secretary)

Signature

05/16/2026
Date

Patti Marchetti
Type/Print Name of Corporate Secy.

Eric Doverspike, President

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Florida:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of May, 2026 by Patti Marchetti as Director/Secretary/Treasurer for PSI Technologies, Inc.

TYLER C. HAGER
Notary Public - State of Florida
Commission # HH 526165
My Comm. Expires May 12, 2028
Bonded through National Notary Assn.

Signature of Notary Public
State of Florida at Large

Tyler Hager
Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

Florida Driver's License
Type of I.D. Produced

☐ DID take an oath, or
☒ DID NOT take an oath.

**ATTACHMENT "A"**

**WASTEWATER PUMPS, NEW AND REPLACEMENT PARTS, EQUIPMENT, AND SERVICES**

**PRICE SCHEDULE**

| ITEM NO. | DESCRIPTION | UNIT | UNIT PRICE |
|---|---|---|---|
| 1. | Standard Rate for Repairs, On-Site, As Specified Herein. | Hourly | $125.00 |

| ITEM NO. | DESCRIPTION | SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP |
|---|---|---|
| 2. | Manufacturer: WILO USA, LLC, PARTS, PRODUCTS & EQUIPMENT, AS SPECIFIED HEREIN | 30% |
| 3. | Manufacturer: WILO USA, LLC, OEM REPAIR/REPLACEMENT PARTS, AS SPECIFIED HEREIN | 20% |