

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
DRC EMERGENCY SERVICES, LLC
for
EMERGENCY FOOD SERVICES
RFP No. 10-04-23-10

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 by and 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 DRC Emergency Services, LLC, with principal offices located at 6702 Broadway Street, Galveston, TX 77554 (the “Vendor”) to provide Emergency Food Services pursuant to RFP No. 10-04-23-10.

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

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 10-04-23-10, all addenda issued prior to, and all modifications issued after execution of this Agreement, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between the aforementioned documents, this Agreement will control, followed by the RFP documents, and addenda, in that order.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor agrees to review the City’s existing Debris Management Plan and provide recommendations and proposed text changes to update the plan to be in compliance with current requirements at no additional cost to the City.
- c) 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.
- d) Vendor shall provide the City with seventy-two (72) hours written notice prior to any schedule change with the exception of changes caused by inclement weather.

- e) 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 subcontractors, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed pursuant to RFP No. 10-04-23-10. Pricing shall be as per Attachment "A" Schedule of Proposal Prices.

4) Contract Term

The initial Agreement will begin on December 1, 2023, and end on November 30, 2026.

5) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City in writing. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) 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, and is subject to termination without any penalty due to lack of funding.

7) Remedies

a) **Damages**

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

8) Independent Contractor

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

procedures applicable to services rendered under this Agreement shall be those of the Vendor.

9) 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.

10) Warranties of Vendor: Vendor hereby warrants and represents as follows:

- a) At all times during the term of this Agreement, Vendor shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- b) At all times during this Agreement, Vendor shall perform its obligations in a prompt, professional and businesslike manner.

11) Insurance Requirements

The Contractor must assume full responsibility and expense to obtain all necessary insurance as required by the City of Coconut Creek. The Contractor (or any subcontractor) must not 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 certificate must name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members; and 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 must not operate to increase the insurer's limit of liability. All insurance policies herein required of the Contractor must be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and must be executed by agents, thereof that are duly licensed as agents in Florida. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Policies must be "Occurrence" form. Each carrier will give the City sixty (60) days' notice prior to cancellation. Throughout the term of this contract, Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them must maintain in force, at all times, insurance as follows:

a) Workers' Compensation

If the Contractor is required to go on to City of Coconut Creek property to perform work or services as a result of this contract, it must have the 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 Contractor's Worker's Compensation carrier will provide a Waiver of Subrogation to the City. The Contractor will be responsible for the payment of all deductibles and self-insured retentions. The City requires that the Contractor purchase a bond to cover the full amount of the deductible or self-insured retention.

b) 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 must be written in an "occurrence" based format.

c) **Automobile Liability**

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance must be written in an "occurrence" based format.

d) **Professional Liability / Errors and Omissions Coverage (If Applicable)**

If the Contractor is to provide professional services under this Agreement, the Contractor must provide the City with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage must include all claims arising out of the Contractor's operations or premises, any person directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnification under this contract. Contractor acknowledges that the City is relying on the competence of the Contractor to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Contractor's negligent errors and omissions, Contractor must promptly rectify them at no cost to City and will be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

12) 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. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Kristy Fuentes, Vice President
DRC Emergency Services, LLC
111 Veterans Memorial Blvd., Suite 401
Metairie, LA 70005
Phone: 504-482-2848 Ext. 1393
Fax: 504-482-2848
Email: kfuentes@drcusa.com

13) 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 shall be entitled to assert a right or claim against either of them based upon this Agreement.

- 14) **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.
- 15) **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 the City.
- 16) **Disentanglement**
Vendor will complete the transition of any terminated work from Vendor and its subcontractors to City and/or any replacement providers City designates (collectively, the "Replacement Provider"), without causing any interruption of or adverse impact on the work, any other services and/or services provided by Third Parties (the "Disentanglement"). Without limiting the aforementioned obligations, Vendor will:
- a) Cooperate by promptly taking all steps required to assist City in completing the Disentanglement related to the work it had previously performed.
 - b) Provide all information regarding the work that these parties will need to perform the Disentanglement.
 - c) Promptly and orderly conclude all work as directed. This may include the documentation of work in progress and other measures to provide an orderly transition as set forth in Labor Harmony.
- 17) **Labor Harmony**
Vendor agrees that all labor employed by Vendor, its agents or subcontractors for work on City property shall be in harmony with all other labor being used by City or other contractors working on City's property. Vendor agrees to give City immediate notice of any threatened or actual dispute and will provide assistance as determined necessary by City to resolve any such dispute. Vendor, its agents or subcontractors, shall remove from City's property any person objected to by City in association with the work.
- 18) **Attorney's Fees**
If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.
- 19) **Discriminatory Vendor List, Pursuant to § 287.134(2)(a) and (b) and (3)(a), Fla. Stat.**
Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor 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.”

20) Prohibited Telecommunications Equipment

Vendor represents and certifies that it and its applicable subconsultant 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 subconsultant shall 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 subconsultant at any tier or by any other source, Vendor must promptly report the information in 40 CFR § 52.204-25(d)(2) to City.

21) Environmental and Social Government and Corporate Activism

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the City cannot give preference to a Vendor 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.

22) Joint Preparation

This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

23) Interpretation

The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include 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.

24) Signatory Authority

Upon request, the Contractor must provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

25) 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.

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DRC EMERGENCY SERVICES, LLC

ATTEST:

[Signature]
Lisa Walsh, Contract Manager

[Signature]
Lisa Walsh, Contract Manager

DRC Emergency Services, LLC

[Signature] 10/31/2023
Kristy Fuentes, Vice President Date

[Signature]
Kristy Fuentes, Secretary

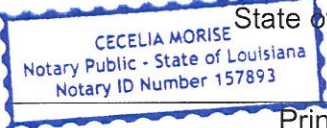
(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Louisiana:

COUNTY OF Jefferson:
parish

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of October, 2023, by Kristy Fuentes as Vice president/ secretary/ Treasurer for DRC Emergency Services, LLC.

[Signature]
Signature of Notary Public
State of Florida at Large Louisiana

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

EXHIBIT "A"

**CITY OF COCONUT CREEK
EMERGENCY FOOD SERVICES
RFP NO. 10-04-23-10**

SCHEDULE OF PROPOSAL PRICES

Item	Description	Unit	Price
1.	Breakfast	Ea.	\$ 35.00
2.	Lunch	Ea.	\$ 35.00
3.	Dinner	Ea.	\$ 50.00
4.	Late Serving (Defined as a full meal)	Ea.	\$ 30.00
5.	Cancellation Fee	Ea.	\$500.00