

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*and*  
**QUANTA TECHNOLOGY, LLC**  
*for*  
**AUTOMATED METER READING (AMR)**  
**AND**  
**ADVANCED METERING INFRASTRUCTURE (AMI) CONSULTING SERVICES**  
**RFP NO. 09-19-22-11**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of July, 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 **Quanta Technology, LLC**, a Delaware Limited Liability company with offices located at **4020 Westchase Boulevard, Suite 200, Raleigh, NC 27607** (the "Vendor") to provide professional consulting services pursuant to RFP 09-19-22-11.

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. 09-19-22-11, all addenda issued prior to 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 herein. 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 RFP No. 09-19-22-11, as set forth below:

- 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 subcontractors, if any, with respect to the work and services described herein. The Vendor/Contractor further 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.

**3) Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" – Schedule of Proposal Prices and as per the approved budget.

**4) Invoicing and Payment**

Invoicing and payment shall be made in accordance with Section 22. "Inspection, Direction, and Payment" of the RFP.

**5) Contract Term**

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

**6) Contract Extension**

The City reserves the right to extend the Agreement for two (2) 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. 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.

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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.

**7) 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. Awarded Vendor/Contractor 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. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.



**8) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/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/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor 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 between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**9) Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

**10) 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

Jesus Gonzalez, Principal Advisor, PMP  
Quanta Technology, LLC  
4020 Westchase Boulevard, Suite 200  
Raleigh, NC 27607  
Email: [jgonzalez@quanta-technology.com](mailto:jgonzalez@quanta-technology.com)  
Web Address: <https://quanta-technology.com>



**11) 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.

**12) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

**13) 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.

**14) 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.

**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.

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**16) Interpretation**

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.

**17) Ownership of Pre-Existing Intellectual Property**

City acknowledges that, as between Vendor and City, any intellectual property that Vendor developed independently of City and/or pre-exists Vendor's performance of the Work pursuant to this Agreement ("Pre-Existing IP") is the sole and exclusive property of Vendor. If any Pre-Existing IP is incorporated into the Work or any Deliverable, Vendor hereby grants to City a perpetual, irrevocable, non-exclusive, worldwide, freely transferable license to use, reproduce, publicly perform, publicly display, and digitally perform such Pre-Existing IP, as necessary to use, maintain, and further modify the Work, in any media now known or hereafter discovered, together with the right to further sublicense the foregoing rights to any Affiliate.

**18) Waiver of Certain Damages**

Notwithstanding any other provisions of this Agreement to the contrary, neither City nor Vendor shall be liable under this Agreement or under any cause of action related to the



subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Vendor's : (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, (iii) gross negligence, and/or (iv) breach of confidentiality provisions; nor shall the limitation apply to City's liability, if any, for payment for termination without cause or suspension of Vendor without Vendor's fault. "Third-Party Claim" means a claim by any person other than (i) a Party, (ii) person providing or receiving indemnity under this Contract, or (iii) a third-party beneficiary to this Agreement.

**19) Vendor's Limitation of Liability**

Other than with regard to third-party claims indemnified hereunder by Vendor, notwithstanding anything in this Agreement or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, the maximum aggregate liability of Vendor and Vendor Indemnified Parties under this Agreement or the relevant Order, regardless of cause (whether in contract, tort, strict liability, or otherwise), shall not exceed in the aggregate an amount equal to (A) (with respect to losses covered by policies of insurance Vendor is required to obtain and maintain under this Agreement) actual proceeds from the coverage amounts required under this Agreement for the policy covering such loss, and (B) for claims as to which no such coverage is required (e.g., for ordinary breach of contract) the total amount of compensation paid to Vendor under or for this Agreement or the relevant Order.

**20) Insurance**

Additional Insured status required by and/or provided under this Agreement of Vendor and/or its insurers is provided pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 for Commercial General Liability, and standard forms for policies other than Commercial General Liability, but only to the extent of Vendor's expressly assumed indemnification obligations under this Agreement.

Any requisite levels of coverage shall be construed as exact amounts (i.e.; "\$1M per Occurrence and Aggregate), as opposed to "minimums", "not less than" levels, or levels of "at least" a stated amount.

Waiver of subrogation by Vendor and/or its insurers shall be provided, if mandated by the Contract, to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the gross negligence, recklessness or willful misconduct of any party indemnified hereunder by Vendor.

**21) Indemnity**

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such Party's shareholders, directors, officers, employees, representatives, agents, successors, and assigns (collectively the "Indemnified Party"), and shall pay any and all damages, costs, and expenses (including reasonable attorneys' fees) incurred by the Indemnified Party as a result of or arising out of, claims, suits or demands of third parties for loss of life, personal injury and/or damage to real or tangible personal property, to the extent such loss or damage is caused by the negligence or willful misconduct of the Indemnifying Party. The indemnification obligations set forth herein are contingent upon the Indemnified Party providing the Indemnifying Party with prompt notice of any such claims and providing all reasonable assistance in defense of such claims. The terms of this Section 22 shall survive the termination of this Agreement. Neither Party shall indemnify the other for damages, losses, costs, or fees relating to or arising from the other's own action, inaction or negligence.



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 QUANTA TECHNOLOGY, LLC, signing by and through David Elizondo, Vice President, Global Business Development and International Operations duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager      \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph J. Kavanagh      \_\_\_\_\_  
City Clerk      Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney      \_\_\_\_\_  
Date

[Vendor's Signature to Follow]

VENDOR

ATTEST:

QUANTA TECHNOLOGY, LLC  
Company Name

[Signature]  
(Corporate Officer)

[Signature] 06/20/2023  
Signature of Authorized Representative Date

DAVID C. ELIZONDO  
Type/Print Name of Corporate Officer

DAVID C. ELIZONDO, VP Business Development  
Type/Print Name and Title

(CORPORATE SEAL)

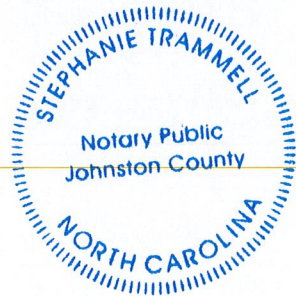


CORPORATE ACKNOWLEDGEMENT

STATE OF NC :

COUNTY OF WAKE :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of JUNE, 2023, by DAVID ELIZONDO as AUTHORIZED SIGNATORY for QUANTA TECHNOLOGY, LLC.



[Signature]  
Signature of Notary Public

STEPHANIE TRAMMELL  
Print, Type or Stamp Name of Notary Public

- Personally known to me or
- Produced Identification

NC DRIVER LICENSE  
Type of I.D. Produced

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

My Commission Expires: 03/29/2026

**EXHIBIT "A"**

**CITY OF COCONUT CREEK  
AUTOMATED METER READING (AMR) AND  
ADVANCED METERING INFRASTRUCTURE (AMI)  
CONSULTING SERVICES  
RFP NO. 09-19-22-11**

**SCHEDULE OF PROPOSAL PRICES**

<b>DESCRIPTION</b>	<b>PROPOSAL COSTS</b>
Advisory Services & Project Management Oversight including all associated expenses, travel, lodging, copies, etc.	\$280,000.00