

COOPERATIVE OR PIGGYBACK AGREEMENT
BETWEEN THE TOWN OF DAVIE
AND MUNICIPAL EMERGENCY SERVICES

THIS AGREEMENT is entered upon the date of the final signature below by and between the TOWN OF DAVIE, FLORIDA a political subdivision of the State of Florida, 8800 SW 36 Street, Davie, Florida 33328, hereinafter referred to as the "TOWN", and MUNICIPAL EMERGENCY SERVICES, 3789 62nd Ave. N., Pinellas Park, FL 33781, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the TOWN has determined that it is in its best interest to make a cooperative purchase, utilizing contract number 22-730G, effective August 1, 2022 through July 31, 2023, titled Fire Equipment, Supplies and Services, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "COOPERATIVE CONTRACT," which was competitively solicited and negotiated by Lake County, Florida; and

WHEREAS, the CONTRACTOR has exhibited by its response to the Fire Equipment, Supplies and Services solicitation that it is capable of providing the required services and agrees to provide the required services to the TOWN; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. DEFINITIONS

The following terms in the COOPERATIVE CONTRACT are hereby re-defined for purposes of this agreement as follows:

SECTION 2. CONTRACT NUMBER

The Town of Davie's Fire Equipment, Supplies and Services will be referenced as Contract Number PB-JC-23-05.

SECTION 3. EFFECTIVE DATE

This Contract is effective upon the date of the final signature below.

SECTION 4. RENEWAL OF AGREEMENT

The TOWN reserves the right to renew this Agreement in two (2) year increments for up to an additional two (2) years.

SECTION 5. PRODUCTS AND PRICING

The CONTRACTOR will provide to the TOWN products and pricing as specified in **Exhibit "B"** attached hereto and made a binding part hereof.

SECTION 6. CONTRACT PROVISIONS

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented, or specified herein.

SECTION 7. NOTICE

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN: Town of Davie, Florida
Attention: Procurement Division
8800 SW 36 Street
Davie, FL 33328

CONTRACTOR: Municipal Emergency Services
3789 62nd Ave N.
Pinellas Park, FL 33781

SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this contract shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

SECTION 9. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 10. CONFLICT

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the TOWN. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 12. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 13. AUDITING, RECORDS, AND INSPECTION

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, [Evelyn Roig@davie-FL.gov](mailto:Evelyn.Roig@davie-FL.gov), 6591 Orange Drive, Davie, FL 33314.

SECTION 14. TERMINATION

- a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. Contractor acknowledges and agrees that ten dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.
- b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

SECTION 15. INDEMNIFICATION

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of the COOPERATIVE CONTRACT shall survive indefinitely.

- b. The Contractor shall pay all claims, losses, liens, settlements, or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

SECTION 16. BUDGETARY CONSTRAINTS

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 17. SCRUTINIZED COMPANIES

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

SECTION 18. INSURANCE

The Town of Davie shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

SECTION 19. INSPECTOR GENERAL AND ETHICS

In accordance with Section 12.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement
upon the date of the final signature below.

MUNICIPAL EMERGENCY SERVICES

By: Troy Cool
(Signature)

Name: Troy Cool
(Print)

Title: Sales Rep

Date: 11/14/22

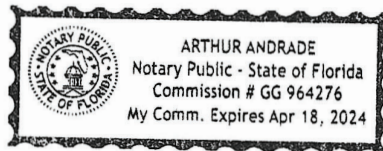
STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of November, 2022 by Troy Cool who is personally known to me or produced FL DC as identification who did/did not take an oath.

[Signature]
Notary

11/14/22
Date



TOWN OF DAVIE

By: Brian K. O'Connor Digitally signed by
Brian K. O'Connor
Date: 2022.12.01
14:32:57 -05'00'

Date: _____

Brian K. O'Connor, Procurement Manager

**Exhibit “A”
Scope of Services**

See attached

PB-JC-23-05

**Exhibit “B”
Pricing Schedule**

See attached