



## SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Keylite Power & Lighting Corp. (“Keylite”), with its principal place of business at 12312 SW 128th Court, Unit 107 Miami, FL 33187, Honeywell International Inc. (“Honeywell”) with its principal place of business for this agreement at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the City of Fort Lauderdale (“City”) at One East Broward, Suite 444, Fort Lauderdale, Florida, 33301.

### 1. Recitals.

- a. Keylite entered into an Agreement the “**SYSTEM AND SERVICES**”, on October 10, 2017, with Broward County, Florida, for the provision, in part, of Honeywell’s Phoenix G2 Fire Station Alerting System (the “System” as more fully defined below) to County’s Dispatch Centers and Dispatch Customers.
- b. The City acquired the System through Keylite, an authorized reseller of the System, and will require software maintenance and hardware repair services for the System.
- c. The City, Keylite and Honeywell (collectively, the Parties) entered into a service agreement for a fire station system dated September 10, 2018.
- d. The Agreement allowed for additional three (3) one year terms renewal. The City executed its last renewal term in 2022 which expired 09/30/2023.
- e. Honeywell as the manufacturer, is the only entity able to provide the required software and hardware maintenance and repair, and has agreed to provide service System pursuant to the terms, conditions and limitations of this Agreement.
- f. Keylite has agreed to provide Enhanced Services (as defined below) that may be required under the Broward County Agreement “SYSTEM AND SERVICES”, offered to City as part of an independent sale, and to provide service, maintenance and support for components that are not part of the System, but purchased in connection with the System.
- g. Keylite and Honeywell have agreed to provide the services to City’s System pursuant to the terms, conditions and limitations of this Agreement.
- h. In consideration of the foregoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 7, below;
- b. “Annual Fee” shall mean the total of the annual fee charged by Keylite for Services.
- c. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- d. “Commencement Date” shall be October 1, 2023.
- e. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to City by Honeywell through Keylite, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
- f. “Emergency Support” means telephone access for City’s “System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.
- g. “Enhanced Services” shall mean the support and maintenance services to be provided by Keylite, and more specifically set forth in Section 10 below;
- h. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.
- i. “Services” shall have the meaning set forth in Section 3, below;
- j. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to City by Honeywell;
- k. “System” means all Hardware and Software purchased by City either directly from Honeywell or authorized Honeywell Reseller under any agreement, purchase order, or arrangement that is used exclusively by City as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation City’s computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and

network connections, and any other parts or items not provided to City directly by Honeywell;

1. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 12, below.
3. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:
  - a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
  - b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
  - c. Emergency Support, available 24 hours per day, for City's System Administrator in the event of a Mission Critical Failure;
  - d. Updates for all System Software, as and when released by Honeywell;
  - e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
  - f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under Honeywell's warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and
  - g. Ground shipping for the return of repaired Hardware.

Any services to be provided pursuant to the service option chosen by End User as set forth in Section 13 not specifically cited above to be performed by Honeywell, and any Enhanced Services shall be the sole responsibility of Keylite.

4. **Claims.** Prior to requesting Services, City is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, City must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's website: <http://stationalerting.com/service-support/>. City must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, Keylite or City shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to City prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product is exchanged, any replacement item becomes the City's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Keylite or City makes a claim for an advanced replacement of a Hardware component during the Term, City and/or Keylite shall provide Honeywell with the Hardware component model and serial number and failure information to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid ground shipping to the address provided by City. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the hardware that City or Keylite is returning. The original hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause City to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. City understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is "old." Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the City's misuse or neglect of the System, damage arising from City's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at City's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third

parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Honeywell shall not be liable to provide Services at any time when City is in breach of any obligation to Honeywell under this Agreement or any other contract.

9. **Additional Services by Honeywell.** Except for the Services, all other acts or performances requested or required of Honeywell by City ("Additional Services") will be charged at Honeywell's then current rates and will be in addition to all other fees and charges payable by City under this Agreement. Additional Services shall include (without limitation) City's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. City shall pay all invoices for Additional Services in accordance with the Florida Prompt Payment Act, with interest for late payments also in accordance with the Florida Prompt Payment Act.

10. **Enhanced Services.** In addition to the Services to be performed by Honeywell under this Agreement, in connection with the Purchase Order(s) or other purchasing documents, Keylite shall perform the following services ("Enhanced Services"):

- a. Technical service work and support, mileage, and parts 24/7/365 to maintain the above equipment to its original manufacturer's specifications as long as parts and support are provided by the original manufacturer.
- b. On-site support of installed hardware, assisting Honeywell by replacing with provided spares if available or replacement hardware from Honeywell as needed.
- c. On-site support for radio interfaced to Honeywell for over-the-air dispatch notification.

11. **City Facilitation of Services.** In order to facilitate Honeywell's delivery of the services, City will appoint a person from its staff to consult with Honeywell and provide such information, access, description, and guidance as is necessary for Honeywell to perform its duties hereunder ("System Administrator"). The City will ensure that the System Administrator is reasonably available to Honeywell. Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limitation, direction to provide Additional Services. In the absence of the designated System Administrator, Honeywell will contact Keylite. Without limiting the foregoing, City will be responsible for the following:

- a. Remote network access to the City's System, including its Communications Gateways (if applicable), Station Controllers, and other Honeywell -supplied equipment through VPN using Secure Shell (SSH) to perform implementation and support tasks under this Agreement. Honeywell will only access City's System with the knowledge and consent of City.
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "City Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;

- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the City Equipment, including the replacement of UPS batteries as necessary;
- d. The correct use of the System in accordance with Honeywell's operating instructions; and
- e. The security and integrity of the System.

12. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year ("Initial Term"). Unless previously terminated as set forth in this Section, City may renew this agreement for three (3) additional one-year terms (each an "Additional Term") by giving written notice of City's intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the "Annual Fee" (as defined below). Either party may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If the Breaching party fails to cure the breach within 30 days, this Agreement may be terminated. Notwithstanding the foregoing, Honeywell or Keylite may terminate this Agreement immediately upon non-payment of any undisputed sum (except for any prepayment services or hardware not received) due from City under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Keylite and to Honeywell shall be non-refundable.

13. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a "Due Date"), City shall pay Keylite an Annual Fee in advance for the Services and Enhanced Services to be delivered hereunder.

<input checked="" type="checkbox"/>	Service Options, A: Premium Support; B: Standard Support; <u>or</u> C: Basic Support. Check the box to the left to indicate the level of support applicable here.
<input type="checkbox"/>	Option A: Premium Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all active parts and equipment supplied to repair or replace; Includes all station wiring, connectors; Includes batteries; Includes annual on-site test and optimization; Includes software maintenance. Includes onsite software upgrades as necessary; Includes annual remedial training class if necessary includes annual engineering review Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; Includes priority restoration service, external antenna wind.
<input checked="" type="checkbox"/>	<b>Option B:</b> Standard Support includes 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes 24/7/365 2 hours onsite response, +4 hours uptime guarantee; Includes all parts and active equipment supplied to repair or replace; Includes software maintenance; Includes onsite software upgrades as necessary Includes 24 licenses G2 Mobile FSAS

	application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement.
_____	Option C: Basic Support includes: 24/7/365 1 hour telephone support; Includes Next Business Day priority shipping from factory replacement, field replacements; Includes remote software maintenance, upgrades; Includes 24 licenses G2 Mobile FSAS application (iPhone or Android) per each ATX Station Controller that is part of the System and covered under this Agreement; On-site field labor rates per contract (\$105 per hour year 1, CPI annual escalator) plus return mileage for onsite work

City shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Annual Fees are nonrefundable.

City acknowledges that the Annual Fees referenced herein covers only Hardware and Software purchased pursuant to its initial Purchase Order(s) or other purchasing documents. In the event City purchases additional Hardware and Software during the Term of this Agreement to be used with the System, upon expiration of the warranty on such additional Hardware and Software, City, Honeywell and/or Keylite may enter into separate Service Agreements for such additional Hardware and Software or include the annual fee for servicing such additional Hardware and Software to the Annual Fee, as the parties may mutually agree.

**14. Limited Warranty.** Honeywell and Keylite warrant that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from City's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products or products provided by Keylite; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell and Keylite; (f) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or an Honeywell authorized installer or service provider; (g) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell L; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL

SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

15. ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CITY NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CITY SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. HONEYWELL disclaims any representation that it will be able to repair any hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

16. **Force Majeure.** Neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:



- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

17. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

18. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

19. **Governing Law; Venue; and Parties in Interest.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and will bind and inure to the benefit of the successors and assigns of the parties. Venue for an lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

20. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

21. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

22. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

23. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provisions, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be remain in full force and effect.

25. **City Representative.** The undersigned representative of the City hereby represents and warrants that he has the authority to bind City and that the execution, delivery and performance by City under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which City is a party.

**26. PUBLIC RECORDS.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), 954-828-5002.**

Contractor shall comply with public records laws, and Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- 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 copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- C. 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 City.
- D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**27. Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes

(2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

28. **E-Verify.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- A. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
- B. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.
- C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- D. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- E. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

29. **Non-Discrimination.** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

- A. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, “Section 2-187”).
- B. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- C. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- D. City may retain all monies due or to become due until the Contractor complies with Section 2-187.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS OF THE FOREGOING**, the parties execute this Agreement as follows:

ATTEST

CITY OF FORT LAUDERDALE, a Florida  
municipality.

By: \_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Greg Chavarria, City Manager

Date: \_\_\_\_\_

Approved as to form and correctness:  
Thomas J. Ansbro, City Attorney

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

KEYLITE POWER AND LIGHTING CORP.,  
a Florida corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

Angel Munoz, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or  
☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Angel Munoz as President of Keylite  
Power & Lighting Corp., a Florida corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**[Remaining signatures on following page]**

WITNESSES:

HONEYWELL INTERNATIONAL INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Asim Akram, General Manager

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by Asim Akram, as General Manager and authorized signatory for Honeywell International Inc., through its US Digital Designs group.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of  
Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_