

**ADDENDUM TO ANY CONTRACT BETWEEN
CITY OF FORT LAUDERDALE AND TRADEWINDS POWER CORP.
FOR THE PURCHASE OF CAB & CHASSIS TRUCKS AND OTHER FLEET EQUIPMENT**

WHEREAS, the City of Fort Lauderdale, a Florida municipality, ("City"), is purchasing Cab & Chassis Trucks and other fleet equipment *via* the Florida Sheriffs Association ("Florida Sheriffs Association Contract") Contract FSA16-VEH14.0 with **Tradewinds Power Corp.**, a Florida corporation.

NOW THEREFORE, as an addendum to any contract whereby the City purchases vehicles and or equipment from **Tradewinds Power Corp.**, (Contractor) *via* the Florida Sheriffs Association Contract, the City and Contractor agree as follows:

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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

CONTRACTOR CERTIFIES THAT IF 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 954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. 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 (2016), as may be amended or revised, or as otherwise provided by law.

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 this contract if the Contractor does not transfer the records to the City.

4. 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 this 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 this 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.

WHEREFORE, the City and **Tradewinds Power Corp.** execute this Addendum to any contract between City of Fort Lauderdale and **Tradewinds Power Corp.** for the purchase of vehicles and or equipment as follows:

CITY:

City of Fort Lauderdale

ATTEST:

Jeff Modarelli, City Clerk

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

Assistant City Attorney

CONTRACTOR:

Tradewinds Power Corp.

ATTEST:

ALEXANDER COLON SR, CFO

(Corporate Seal)

By: _____
TJ TRACY III, President

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **TJ Tracy III as president** of _____ as _____ of **Tradewinds Power 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 _____