

**AMENDMENT 1 TO OMNIA PARTNERS CITY OF TAMARAC CONTRACT #19-12R**

This Amendment 1 to Omnia Partners City Of Tamarac Contract #19-12R ("**Amendment 1**") is made and entered into as of May 1, 2022 ("**Amendment 1 Effective Date**"), among Office Depot, LLC, a Delaware limited liability company, as successor-in-interest by merger to Office Depot, Inc. ("**Office Depot**" or "**Contractor**"), ODP Business Solutions, LLC, a Delaware limited liability company ("**ODP BSD**"), and The City of Tamarac, Florida ("**Customer**" or "**City**").

**WHEREAS**, Office Depot and Customer are parties to that certain Omnia Partners City Of Tamarac Contract #19-12R, dated as of October 14, 2019 (the "**Agreement**"); and

**WHEREAS**, Office Depot desires to assign all of its right, title, and interest under the Agreement to ODP BSD, and ODP BSD desires to assume all obligations under the Agreement, on the terms set forth herein; and

**WHEREAS**, ODP BSD and Customer desire to amend the Agreement on the terms and conditions as provided herein; and

**WHEREAS**, the parties hereto agree that the Agreement is amended as stated herein and that this Amendment 1 shall be incorporated into the Agreement and made a part thereof.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. Office Depot hereby assigns all of its right, title, and interest under the Agreement to ODP BSD, and ODP BSD hereby assumes all obligations under the Agreement. Any references to the term "Office Depot", as used in the Agreement, shall now refer to "ODP BSD."
2. Customer hereby consents to the assignment of the Agreement from Office Depot to ODP BSD, and Customer hereby releases Office Depot from any and all obligations due and owing under the Agreement following the Amendment 1 Effective Date.
3. The following terms and conditions of the Agreement shall be amended:
  - a. All references in the Agreement to "www.officedepot.com" and "www.business.officedepot.com" shall be deleted and replaced with "www.odpbusiness.com".
  - b. All references in the Agreement to "hard copy catalog" and "printed catalog," shall be amended as follows:
    - i. Delete the word "printed", and after the term "catalog", insert ", which may be either printed or virtual,".
    - ii. Delete the words "hard copy", and after the term "catalog", insert ", which may be either printed or virtual,".
  - c. All references in the Agreement to "SPC" or "Store Purchasing Card" shall be deleted.
  - d. A new Section 25 shall be added to the Agreement as follows:

"Section 25 E-Verify. As a condition precedent to entering into Amendment 1, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention

requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.”

4. Reaffirm Section 13 -- Scrutinized Companies. By execution of this Amendment 1, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Contractor restates that Contractor is not participating in a boycott of Israel. Contractor further reaffirms 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, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
5. Capitalized terms not otherwise defined in this Amendment 1 shall have the same meaning as set forth in the Agreement. This Amendment 1 may be executed in any number of multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures. Any provision not specifically modified by this Amendment 1 shall remain in full force and effect. If any provision of this Amendment 1 conflicts with any of the provisions of the Agreement, then the provisions of this Amendment 1 shall govern and control.

IN WITNESS WHEREOF, the undersigned have executed this Amendment 1 as of the Amendment 1 Effective Date.

[Signatures on Next Page]

OFFICE DEPOT, LLC

By: Brian Abromovage  
Name: Brian Abromovage  
Title: VP, BSD  
Date: 3/24/2022

THE CITY OF TAMARAC

By: Kathleen Gunn 4/5/22  
Name: Kathleen Gunn  
Title: City Mgr  
Date: 4/8/22

ODP BUSINESS SOLUTIONS, LLC

By: Brian Abromovage  
Name: Brian Abromovage  
Title: VP, BSD  
Date: 3/24/2022

Attest:  
Jennifer Johnson  
Jennifer Johnson  
City Clerk  
4-12-2022

