



PROFESSIONAL SERVICES AGREEMENT FOR EMERGENCY RENTAL, UTILITY, AND RELOCATION ASSISTANCE PROGRAM

THIS AGREEMENT ("Agreement"), is entered into between the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and Pathways to Prosperity, Inc. a non-profit organization authorized to do business in the State of Florida, with a business address of 639 East Ocean Avenue, Suite 101, Boynton Beach, FL 33435, hereinafter referred to as "AGENCY". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

WHEREAS, the CITY received American Rescue Plan (ARP) funding, and

WHEREAS, on January 21, 2021, Palm Beach County received funding to implement U.S. Treasury Emergency Rental, Utility, and Relocation Assistance Program (ERA); and

WHEREAS, the CITY will engage a non-profit organization to assist with the application process for emergency rental, utility, and relocation assistance from Palm Beach County for the City of Boynton Beach households experiencing loss of income due to COVID-19; and

WHEREAS, the AGENCY has agreed to assure that individuals referred from City departments, divisions, and/or programs will receive services on a timely basis; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

- 1.1 AGENCY hereby agrees to perform the services for the Emergency Rental, Utility, and Relocation Assistance Program, as more particularly described in the scope of work, attached hereto as Exhibit "A" and by this reference made a part hereof.
- 1.2 AGENCY shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.
- 1.3 AGENCY assumes professional and technical responsibility for the performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by its profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises AGENCY thereof in writing, AGENCY agrees to re-perform such deficient services without charge to the CITY.
- 1.4 The relationship between CITY and AGENCY created hereunder and the services to be provided by AGENCY pursuant to this Agreement are non-exclusive. CITY shall be free

to pursue and engage similar relationships with other contractors to perform the same or similar services performed by AGENCY hereunder, so long as no other AGENCY shall be engaged to perform the specific project(s) assigned to AGENCY while AGENCY is so engaged without first terminating such assignment. AGENCY shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by AGENCY hereunder.

- 1.5 AGENCY shall not utilize the services of any sub-AGENCY without the prior written approval of CITY.
- 1.6 The CITY's Representative during the performance of this Agreement shall be John Durgan, Economic Development Manager, 561-742-6014.
- 1.7 The AGENCY'S Representative during the performance of the Agreement shall be Kemberly Bush, CEO & Executive Director, 561-903-7743.

ARTICLE 2 - TERM

- 2.1 The AGENCY shall commence services after September 22, 2021, and complete services when all program funding as been expended.
- 2.2 The parties shall amend the Agreement if there is a change to the scope of work, funding, and/or federal, state, and local laws or policies affecting this Agreement.
- 2.3 Monthly billing, reports, and other items shall be delivered or completed in accordance with the detailed schedule set forth in the scope of work Exhibit "A" and the AGENCIES PROGRAMMATIC REQUIREMENTS.
- 2.4 The total amount to be paid by the CITY under this Agreement for all services and materials should not exceed a total amount of **SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00).**

ARTICLE 3 - TIME OF PERFORMANCE

- 3.1 Work under this Agreement shall commence upon the giving of notice by the CITY to the AGENCY by way of a purchase order. AGENCY shall perform all services and provide all work products required pursuant to this Agreement within the time period set forth herein unless otherwise agreed to in the purchase order.

ARTICLE 4 - PAYMENT

- 4.1 The AGENCY shall be paid by the CITY for completed work and for services rendered under this agreement as follows:
 - A. Payment for the work provided by the AGENCY shall be made promptly on all invoices submitted to the CITY properly and in accordance with the scope of work Exhibit "A".
 - B. The AGENCY may submit invoices to the CITY during the progress of the contract term. Invoices shall include information such as the date(s) of service, type of service(s) performed, length of time spent, the level/status of the employee performing the task if relevant, all applicable fees and costs, an adequate description for all fees and costs, and any other information reasonably required by CITY. Such invoices will be reviewed by the CITY, and upon approval thereof, payment will be made to the AGENCY in the amount approved.

- C. Final payment of any balance due to the AGENCY of the total price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the work under this Agreement and its acceptance by the CITY.
- D. The payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.
- E. The Professional's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the CITY and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.
- F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

- 5.1 Upon completion of the project and final payment to AGENCY, all documents, drawings, specifications, and other materials produced by the AGENCY in connection with the services rendered under this agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the AGENCY shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with AGENCY's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of AGENCY, shall be at the CITY's sole risk and without liability to AGENCY and AGENCY'S sub-AGENCIES.

ARTICLE 6 - FUNDING

- 6.1 This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

- 7.1 AGENCY represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. AGENCY's services shall meet a standard of care for [service description]. In submitting its response to the RFP, AGENCY has represented to CITY that certain individuals employed by AGENCY shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, AGENCY shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

ARTICLE 8 - COMPLIANCE WITH LAWS

- 8.1 AGENCY shall, in performing the services contemplated by this Service Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

ARTICLE 9 - INDEMNIFICATION

- 9.1 The AGENCY shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the AGENCY, its employees, agents, partners, principals or subcontractors. The AGENCY shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.
- 9.2 The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.
- 9.3 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

ARTICLE 10 - INSURANCE

- 10.1 During the performance of the services under this Agreement, AGENCY shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Director of Human Resources and Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. AGENCY shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:
- A. **Worker's Compensation Insurance:** The AGENCY shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-AGENCY that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.
- B. **Comprehensive General Liability:** The AGENCY shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent AGENCYs, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. AGENCY shall maintain a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury/ and \$1,000.000 per

occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

- C. **Business Automobile Liability:** The AGENCY shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The AGENCY shall maintain a minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the AGENCY from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the AGENCY or by anyone directly or indirectly employed by the AGENCY.
- D. **Professional Liability (Errors and Omissions) Insurance:** The AGENCY shall procure and maintain for the life of this Agreement in the minimum amount of \$1,000,000 per occurrence.
- E. **Umbrella/Excess Liability Insurance** in the amount of \$1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

- 10.2 AGENCY shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.
- 10.3 The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.
- 10.4 The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

ARTICLE 11 - INDEPENDENT AGENCY

- 11.1 AGENCY is an independent AGENCY with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither AGENCY nor any employee of AGENCY shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to AGENCY, or any employee of AGENCY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

- 12.1 The AGENCY warrants that he has not employed or retained any company or person, other than a *bonafide* employee working solely for the AGENCY, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a *bonafide* employee working solely for the AGENCY, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 13.1 Execution of this Agreement by the AGENCY shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the AGENCY's most favored customer for the same or substantially similar service.
- 13.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside agencies. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - DISCRIMINATION PROHIBITED

- 14.1 The AGENCY, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 15 - ASSIGNMENT

- 15.1 The AGENCY shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

ARTICLE 16 - NON-WAIVER

- 16.1 A waiver by either CITY or AGENCY of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 17 - TERMINATION

- 17.1 **Termination for Convenience:** This Agreement may be terminated by the CITY for convenience, upon fourteen (14) days of written notice by the terminating party to the

other party for such termination in which event the AGENCY shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the AGENCY abandons the Agreement or causes it to be terminated, the AGENCY shall indemnify the CITY against loss pertaining to this termination.

- 17.2 **Termination for Cause:** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should AGENCY 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 AGENCY of written notice of such neglect or failure.

ARTICLE 18 - DISPUTES

- 18.1 Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction located in Palm Beach County.
- 18.2 **Correction of Work.** If in the judgment of CITY, work provided by AGENCY does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that AGENCY correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.
- 18.3 **Remedies in Default.** In case of default by AGENCY, CITY shall notify AGENCY, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct AGENCY to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify AGENCY of such declaration of default and terminate the Agreement.
- A. Upon such declaration of default, all payments remaining due AGENCY at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to AGENCY.
 - B. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to AGENCY together with the costs incident thereto to such default.
 - C. In the event CITY completes the Agreement at a lesser cost than would have been payable to AGENCY under this Agreement, if the same had been fulfilled by AGENCY, CITY shall retain such differences. Should such cost to CITY be greater, AGENCY shall pay the amount of such excess to the CITY.
 - D. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by AGENCY fails to meet reasonable standards of the trade after CITY gives written notice to the AGENCY of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by AGENCY of such notice from CITY.

ARTICLE 19 – UNCONTROLLABLE FORCES

- 19.1 Neither the CITY nor AGENCY shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to pandemic, epidemic, acts of God, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 19.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from the performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing the continued performance of the obligations of this Agreement.

ARTICLE 20 - NOTICES

Notices to the CITY of Boynton Beach shall be sent to the following address:

City of Boynton Beach
Attn: Lori LaVerriere, City Manager
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to AGENCY shall be sent to the following address:

Pathways to Prosperity
639 E. Ocean Avenue
Boynton Beach, FL 33435
Attn: Kemberly Bush
Phone: 561-903-7743

ARTICLE 21 - INTEGRATED AGREEMENT

- 21.1 This Agreement, together with the scope of work, represents the entire and integrated agreement between the CITY and the AGENCY and supersedes all prior negotiations, representations, or agreements written or oral. This Agreement may be amended only by written instrument signed by both CITY and AGENCY.

ARTICLE 22 - MISCELLANEOUS

- 22.1 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 22.2 It shall be the AGENCY's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.
- 22.3 This Agreement represents the entire and integrated agreement between CITY and AGENCY and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the AGENCY's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.
- 22.4 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

ARTICLE 23 - PUBLIC RECORDS

- 23.1 Sealed documents received by the CITY in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the CITY announces intent to award sooner, in accordance with Section 119.07, Florida Statutes.
- 23.2 The CITY is a public agency subject to Chapter 119, Florida Statutes. The AGENCY shall comply with Florida's Public Records Law. Specifically, the AGENCY 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, Fla. Stat. or as otherwise provided by law;
 - C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, AGENCY shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the AGENCY transfers the records in its possession to the CITY; and
 - D. Upon completion of the contract, AGENCY shall transfer to the CITY, at no cost to the CITY, all public records in AGENCY'S possession. All records stored

electronically by AGENCY 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.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6061
GIBSONC@BBFL.US**

ARTICLE 24 – SCRUTINIZED COMPANIES

- 24.1 By execution of this Agreement, AGENCY certifies that it is not participating in a boycott of Israel. AGENCY further certifies that it 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 it 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 the AGENCY of the CITY's determination concerning the false certification. AGENCY 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, AGENCY 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 the AGENCY 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.

ARTICLE 25 – E-VERIFY

- 25.1 AGENCY certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- 25.2 Definitions for this Section:
- A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or AGENCY.
 - B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

- C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

25.3 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including sub-vendors/sub-AGENCYs/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the CITY of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of Boynton Beach; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 26 – FEDERAL REQUIREMENTS

Notwithstanding anything to the contrary set forth herein, vendor shall comply with the all applicable federally required standard provisions whether set forth herein below, in 2 CFR Part 200, or otherwise. Any reference made to AGENCY in this section shall also apply to any subcontractor under the terms of this Agreement.

26.1 **Equal Employment Opportunity**. During the performance of this contract, AGENCY agrees as follows:

- A. AGENCY will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. AGENCY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. AGENCY will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with AGENCY's legal duty to furnish information.
- D. AGENCY will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of AGENCY's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of AGENCY's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. AGENCY will include the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. AGENCY will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY, and refer the case to the Department of Justice for appropriate legal proceedings.

26.2 **Davis-Bacon Act.** AGENCY shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, AGENCY must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, AGENCY must be required to pay wages not less than once a week.

26.3 **Copeland "Anti-Kickback" Act.** AGENCY shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). AGENCY must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

- 26.4 **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) AGENCY must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section the AGENCY and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.
 - C. **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by AGENCY or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (26.4.2) of this section.
 - D. **Subcontracts.** AGENCY or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

26.5 AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A. **Clean Air Act.** AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. AGENCY agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. AGENCY agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

B. **Federal Water Pollution Control Act.** AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. AGENCY agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. AGENCY agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

26.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such AGENCY is required to verify that none of the AGENCY's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

A. AGENCY must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that AGENCY did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

B. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** AGENCY shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- 26.8 **Compliance with State Energy Policy and Conservation Act.** AGENCY shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 26.9 **Procurement of Recovered Materials.** The CITY and AGENCY must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 26.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), AGENCY shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, U.S. DOT Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.
- 26.11 **Rights to Inventions.** AGENCY agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.
- 26.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 26.13 **Department of Homeland Security (DHS) Seal, Logo, and Flags.** AGENCY shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.
- 26.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. AGENCY will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- 26.15 **Fraudulent Statements.** AGENCY acknowledges that 31 U.S.C. Chap. 38 applies to AGENCY's actions pertaining to this Agreement.
- 26.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming;

substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

A. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (B) of this clause applies, the AGENCY and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

B. Exceptions.

- i. This clause does not prohibit AGENCY from providing: (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to: (a) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

C. Reporting requirement.

- i. In the event AGENCY identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (ii) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. The AGENCY shall report the following information pursuant to this section:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within ten (10) business days of submitting the information required by this Section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The AGENCY shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

26.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the AGENCY should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

26.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, AGENCY is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

26.19 **License and Delivery of Works Subject to Copyright and Data Rights.** If applicable, the AGENCY grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, AGENCY will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software

and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, AGENCY will deliver to the AGENCY data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by AGENCY.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this _____ day of _____, 2021.

CITY OF BOYNTON BEACH

PATHWAYS TO PROSPERITY

Lori LaVerriere, City Manager
Attest/Authenticated:

Signature / Name

Title

City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Witness

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only) MINIMUM LIMITS REQUIRED

General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		

Professional Liability		Aggregate - \$1,000,000.00

Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		

Excess Liability	Each Occurrence	to be
determined		
Umbrella Form	Aggregate	to be
determined		

Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00

Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost

Other - As Risk Identified		to be
determined		



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) : SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____, 2021 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE



E-VERIFY FORM

Project Name: Emergency Rental, Utility, and Relocation Assistance Program

Project No.: 117-2419-21

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. *“Contractor”* includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ on behalf of _____ . He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

EXHIBIT “A”

Scope of Services

Pathways to Prosperity
639 E. Ocean Ave. Ste. 101
Boynton Beach, FL. 33435
Job Description

Title: Emergency Response Specialist
Salary: \$15.00 - \$18.00 / Hour
FLSA Status: Non-Exempt / Full-Time
Date Revised: 09/14/21

Job Summary:

The role of the Emergency Response Specialist is to assist clients with the assimilation, completion & review of applications for rental emergency assistance.

Essential Job Functions / Responsibilities:

- Review OSCARSS Covid-19 ERA applications and screen for eligibility.
- Collect / Review supporting documentation to support eligibility.
- Review and confirm vendor code in application. If vendor has not registered with Palm Beach County, staff will follow-up with vendor to register and provide vendor code.
- For rental assistance, staff will confirm through Palm Beach Counties Property Appraisers website that landlord owns home being rented.
- Once eligibility has been determined and vendor code included on application staff will approve application.
- Staff will then submit completed packet to fiscal specialist for final approval.
- If applications are returned due to error(s) or are incomplete, the staff person will contact the client to make any necessary corrections.
- Staff person will follow-up 2-3 business days following submission to determine status.
- If application has been approved, staff person will contact applicant for further explanation of how proceeds will be distributed.
- If application is denied staff person will follow-up with client to assist with any additional questions regarding declination.
- Perform other duties as assigned by the Executive Director / Program Director to resolution and or completion.

Essential Competencies:

- Time Management – Has an ability to complete tasks in a timely and resolute manner.
- Team Work – Contributes positively to team / agency morale and spirit.
- Takes initiative – Assumes personal responsibility to resolve problems, proposes ideas, solutions, result's driven.
- Organized – Plans and manages workload, timekeeping, meetings applicable deadlines, meets commitments and is reliable.
- Effectiveness – Is efficient and productive with consistent effort / Ensures actions and results are timely and consistent.
- Is able to deal with change, manages stress and conflicts well and can accept feedback from supervisors.

Qualifications:

- Bachelor's degree preferred
- May exchange years of education for years of experience
- Minimum 2 years' experience in related responsibilities
- Bilingual, as needed for the community