

DEBT COLLECTION SERVICES CONTRACT

ID No.1095

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Transworld Systems Inc., a California for-profit corporation authorized to do business in Florida (“Contractor”).

WHEREAS, on April 8, 2021, the City issued Request For Proposals P-03-21 (the “RFP”) that sought comprehensive turnkey debt collection services for all receivables due and owing the City in accordance with the highest professional standards and cost-effective methods;

WHEREAS, the City received several proposals to the foregoing RFP, one of which was submitted by Contractor (the “Proposal”) and chosen by the City’s Selection/Evaluation Committee as the most qualified Proposer;

WHEREAS, in accordance with the terms and conditions set forth herein, Contractor is able and prepared to provide the debt collection services and insurance described in the RFP, Contractor’s Proposal and this Agreement, inclusive of Exhibits;

WHEREAS, the CITY and Contractor desire to enter into this Agreement setting forth the parties’ mutual understandings and undertakings; and

WHEREAS, the City Commission has determined entering into this Agreement with Contractor is in the best interest of the public.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents and Contractor’s Responsibilities.* The Contract Documents consists of the RFP and Contractor’s Proposal attached hereto and respectively made a part hereof as Exhibits “A” and “B” and this Agreement, inclusive of Exhibits, and all written change orders and modifications issued after execution of this Agreement (the “Work”). In the event of a conflict between the terms of the RFP, Contractor’s Proposal and this Agreement, the terms of this Agreement shall prevail.

In addition, prior to commencing the Work hereunder and throughout the Term of this Agreement, Contractor shall maintain insurance in accordance with the requirements set forth in Exhibit “C” attached hereto and made a part hereof.

2. *City’s Responsibilities.* The City shall:

a. Provide Contractor access to all information in its possession pertinent to the Work required under this Agreement, including, but not limited to, previous reports and all other relevant data;

b. Give Contractor prompt written notice whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Contractor's Work; and

c. Provide direction regarding policy issues associated with Work.

3. *Term and Annual Performance Evaluation.* This Agreement shall be for a five (5) year Term. The City's Contract Administrator shall conduct an annual review of Contractor's performance hereunder and provide a written evaluation which shall be based on the scope of services comprising the Work and provided to Contractor for review and discussion as necessary.

In the event City determines Contractor's performance during the first five-year Term is satisfactory, then with both parties' written consent executed with the same formality of this Agreement, City shall have the option to renew this Agreement for one (1) additional three (3) year period provided the City gives written notice of its intention to renew six (6) months prior to the end of the first Term.

4. *Collection Fees and Reimbursables.* All revenues arising from the Work are, and remain, the sole property of City, however, Contractor shall receive a fourteen percent (14%) collection fee for each account Contractor successfully receives payment upon as described within Exhibit "B."

Contractor shall seek and obtain written approval from the City's Contract Administrator before incurring any costs for which it expects to be reimbursed. Reimbursable expenses shall be invoiced monthly as incurred and billed at cost.

5. *Key Personnel and Manner of Performance.* No diversion or substitution of principals or key personnel shall be allowed unless a written request that sets forth the qualifications and experience of their proposed replacement(s) is submitted to and approved by the City in writing. Contractor agrees to perform its duties and obligations under this Agreement in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Contractor agrees the Work shall be provided by employees or other agents that are educated, trained, experienced, certified and possess and appropriately licensed in all areas encompassed within their designated duties. Contractor agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Contractor further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of contract.

6. *Default; Remedies to Cure Default and Dispute Resolution Procedures.*

a. Default by Contractor. Contractor acknowledges City is relying on Contractor for the faithful performance of all undertakings and covenants contained herein and that Contractor's expressed professional ability to accomplish same has served as inducement for City to enter into this Agreement.

An event of default or breach by Contractor shall include, but not be limited to, any of the following: failure of Contractor to perform the Work at any time during the Term; failure of Contractor to obtain the approval of the City where required hereunder; failure of Contractor to perform any requisite covenant, condition or provision contained herein; Contractor files for bankruptcy or any of the other Termination For Cause circumstances set forth in Article 7 below exist.

b. Default by City or Contractor. If either party fails to perform any material covenant, undertaking or term of this Contract, or if the parties' representations set forth herein are materially untrue or incorrect, then the party alleging default or breach shall give written notice, in which event the party alleged to be in default/breach shall proceed immediately to address the situation and have thirty (30) days cure or resolve same.

If such default or breach is not cured resolved within the foregoing thirty (30) day cure period, the party not in default may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy said default or breach, including, but not limited to, proceedings to compel specific performance; injunctive relief, termination of this Agreement, and damages for breach of contract.

However, in the event a particularly egregious default or breach poses a threat to persons or property, both parties reserve the right to require the other to take immediate or other such prudent and timely action as is necessary under the circumstances to prevent any such harm or damage from occurring.

c. *Default and Dispute Resolution Procedures.* If either party claims the other is in default of this Agreement, the parties may, but are not required to, timely schedule a conference or meeting and make every reasonable effort to reach an amicable resolution. Both parties shall be entitled to have representatives present at any such meeting or conference.

If there is a default of any covenant or obligation under this Agreement, the defaulting party shall be given ten (10) calendar days to cure said default after written notice to the other in accordance with Article 14 herein. If the party receiving written notice of default provides written notice denying same within ten (10) calendar days of receipt or the alleged default has not been remedied within ten (10) calendar days after receipt of written notice and is continuing, either party may appeal in writing to the City Manager in accordance with Article 14 herein.

Upon receipt of said written appeal or demand, the City Manager may request additional information relating to the dispute from either or both parties which shall be provided within a reasonable time. Upon the City Manager's receipt and timely review of the disputed matter, the

City Manager may make a decision regarding the alleged default as he/she deems appropriate under the circumstances. If the City Manager's decision is not implemented within the deadline set forth therein, the ninety (90) day advance written notice provision set forth in Article 7 herein shall not apply and it shall be lawful for City to immediately terminate this Agreement and in addition to any other remedies provided by law, City may possess itself of all rights and privileges heretofore enjoyed by Contractor.

7. *Termination.* City shall have the right to terminate this Agreement, in whole or in part, without cause upon ninety (90) days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within thirty (30) days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event Contractor abandons this Agreement or causes it to be terminated by City, Contractor shall indemnify City against any loss pertaining to this termination. City shall compensate Contractor for all authorized Work satisfactorily performed through the Termination Date under the payment terms set forth herein and Contractor shall deliver all Work product documents requested by City in accordance with the provisions of Article 17 below. If any Work hereunder is in progress but not completed as of the Termination Date, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

For purposes of this Agreement, termination by City for cause includes, but is not limited to, any of the following circumstances:

- a. Contractor's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than ten (10) calendar days after City's delivery of a written notice to Contractor of such breach or default;
- b. Contractor's debt collection license with the State of Florida terminates for any reason;
- c. Contractor becomes insolvent;
- d. Contractor takes the benefit of any present or future insolvency statute;
- e. Contractor makes a general assignment for the benefit of creditors;
- f. Contractor files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

g. Contractor consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its assets;

h. A petition under any present or future insolvency laws or statute is filed against Contractor and such petition is not dismissed within thirty (30) days after its filing; or

i. Any assignment by Contractor of any choice in action or debt presented to it by the City, any assignment of this Agreement in whole or in part, or any of Contractor's rights and obligations hereunder.

Contractor recognizes and agrees that in the event this Agreement terminates or expires, it will be necessary for Contractor to assist the City and/or Contractor's selected successor with an orderly transition and disposition of all City accounts previously assigned to it. Contractor shall be paid in accordance with Article 4 for all collection services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

8. *Force Majeure.*

a. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

b. If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

c. In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

9. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

a. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by Contractor, its agents, officers and/or employees, in performance of the Work.

Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

For Professional Liability claims, Contractor agrees this indemnification and hold harmless section of the Agreement shall survive its termination or expiration for a period of four (4) years unless sooner terminated by the applicable statute of limitations. For General Liability claims, Contractor agrees this indemnification and hold harmless section shall survive the Agreement's termination or expiration for a period of two (2) years unless sooner terminated by the applicable statute of limitations.

b. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor indemnification of the City. The parties agree that one percent (1%) of the total fees collected by Contractor hereunder shall constitute specific consideration to Contractor for the foregoing indemnification provisions which shall survive expiration or early termination of this Agreement.

10. *Sovereign Immunity.* Nothing in this Agreement shall be construed to waive or affect in any way the City's rights, privileges and immunities as set forth in § 768.28, Florida Statutes.

11. *Non-Assignability and Subcontracting.* Nothing herein shall be construed to create any personal liability on the part of any City officer or agent that may be a party hereto, nor shall it be construed as granting any rights or benefits hereunder to anyone other than the City and Contractor.

a. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign, transfer, merge or otherwise convey any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than ninety (90) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or

proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

b. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the Public Entity Crimes Act provisions of this Agreement.

12. *Recordkeeping, Inspection, and Audit Procedures.* Contractor shall use such accounting methods and procedures consistent with generally accepted accounting principles and the procedures set forth in Exhibit "D" attached hereto and made a part hereof.

13. *Public Records.* The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law, as amended. Specifically, Contractor shall:

a. Keep and maintain public records required by the City in order to perform the service.

b. Upon request from the City's custodian of public records, provide the City with a copy of 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 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

Failure of Contractor to provide the above described public records to the City within a

reasonable time may subject Contractor to penalties under §119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611

RecordsCustodian@copbfl.com

14. *Contract Administrators, Notices and Demands.*

a. During the Term of this Agreement, the City’s Contract Administrator shall be the City’s Finance Director and Contractor’s Contract Administrator shall be Matt Kamish or their respective designee as authorized in writing.

b. Whenever notice, demand or other communication may or shall be given by one party to another hereunder, it must be in writing and forwarded (i) upon the parties’ mutual written consent, via trackable email that provides delivery/read receipts or (ii) postage prepaid via certified U.S. mail or other trackable common carrier such as FedEx, UPS, etc., and forwarded to the representative and mailing address set forth below until changed by written notice in accordance with this Article and a contemporaneous copy sent to the designated email that provides the delivery method and tracking number.

If to Contractor: Thomas J Mitchell
500 Virginia Drive, Suite 514
Fort Washington, PA 19034
(773) 744-9864
Thomas.Mitchell@tsico.com

If to City: City Manager
100 West Atlantic Boulevard
Pompano Beach, FL 33060
(954) 786-4601
Greg.Harrison@copbfl.com

With a copy to: Finance Director
100 West Atlantic Boulevard
Pompano Beach, FL 33060
(954) 786-4680
Andrew.Jean-Pierre@copbfl.com

15. *Familiarity and Adherence to Law and Legal Requirements for the Work.* Contractor shall be familiar and comply with, all federal, state and local laws, ordinances, rules and regulations associated with the Work and be responsible for obtaining all requisite permits, licenses, certifications, etc., including complying with all attendant requirements thereunder. Ignorance on Contractor's part shall in no way relieve Contractor from the foregoing responsibility. Contractor shall also adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

16. *Independent Contractor.* All persons engaged in any service or activity as Work hereunder shall at all times and in all places be subject to Contractor's sole direction, supervision and control. Contractor acknowledges it shall have no authority to bind either City to any contractual or other obligation whatsoever.

Nothing in this Agreement shall be construed to create a partnership or joint venture between the City and Contractor. It is expressly agreed that in performance of the Work, services and activities under this Agreement, Contractor, its employees and contractors/subcontractors and their employees thereof, are and shall be independent contractors and shall not in any manner be deemed to be an employee, principal or agent of the City. As such, the employees of the Contractor, its Contractors/subcontractors and their employees, shall not be subject to any withholding for tax, social security or other purposes by City or be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, unemployment compensation or the like from City.

17. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all documents and materials assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and timely provided to City at no cost upon reasonable written request, for City's use and distribution as City deems appropriate.

Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all Work documents and materials shall be promptly delivered to the City's Contract Administrator upon written request. Contractor may not disclose, use, license or sell any Work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

18. *Governing Law, Venue; Waiver of Jury Trial; Non-Exclusivity.* This Agreement shall be interpreted and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

19. *Waiver and Modification.* No waiver made by either party with respect to performance, manner, time or any obligation or condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

a. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problem nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

b. *Modification.* Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

20. *No Contingent Fee.* Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from any compensation due Contractor for the Work hereunder or otherwise recover the full amount of such fee, commission, gift or other consideration.

21. *No Conflict of Interest.* For purposes of determining any possible conflict of interest, each Contractor must disclose if any elected official, appointed official, or City employee is also an owner, corporate officer, or an employee of Contractor. If any elected official, appointed official, or City employee is an owner, corporate officer, or an employee, the Contractor must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

22. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred in such litigation through all appellate levels.

23. *Equal Opportunity Employment.* Contractor agrees not to discriminate against

any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of compensation; and selection for training, including apprenticeships.

24. *No Third-Party Beneficiaries.* Contractor and City agree this Agreement and other contracts pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder and nothing herein shall be construed as consent from either party to be sued by third parties.

25. *Public Entity Crimes Act.* As of the full execution of this contract, Contractor certifies that in accordance with § 287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with the notice procedures required under this Agreement.

A person or affiliate who has been placed on the *Convicted Vendors List* following a conviction for public entity crime may not (1) submit a proposal on a contract to provide any goods or services to a public entity; (2) submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; (3) submit proposals on leases of real property to public entity; (4) be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; (5) transact business with any public entity in excess of the threshold amount provided in Florida Statute, § 287.017, for Category Two for a period of 36 months from the date of being placed on the *Convicted Vendors List*.

26. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

27. *Approvals.* Whenever City approval(s) shall be required for any action hereunder, said approval(s) shall not be unreasonably withheld.

28. *Absence of Conflict of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

Contractor shall timely notify City in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence Contractor's judgment or quality of Work hereunder. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the City's opinion as to whether such association, interest or

circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by Contractor.

29. *Drug-Free Workplace.* Contractors shall maintain a Drug-Free Workplace in accordance with § 112.0455, Florida Statutes.

30. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

31. *Survival of Provisions.* Any terms or conditions hereunder that require acts beyond the date this Agreement is terminated shall survive said termination and remain in full force and effect unless and until the terms of conditions are completed and be fully enforceable by either party.

32. *Employment Eligibility.* By entering into this Agreement, the Contractor shall be obligated to comply with the provisions of §448.095, F.S., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, 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 20 calendar days after the date of termination. If this Agreement 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.

33. *Joint Preparation, Binding Effect and Entire Agreement.* This Agreement shall be interpreted as being drafted by both parties equally with each party having the opportunity to be represented by counsel of their choice. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

This document embodies the entire agreement between the parties and supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein. Both parties agree there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Dated: _____

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”:

TRANSWORLD SYSTEMS, INC.
a California for-profit corporation

Witnesses:

Stacy C. Tonneman

STACY C. TONNEMAN
(Print or Type Name)

Jessica E. Bachman

JESSICA E. BACHMAN
(Print or Type Name)

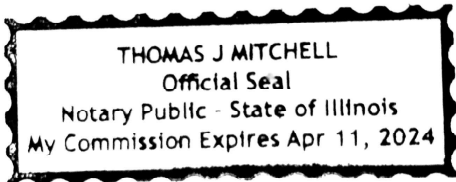
By: Joseph E. Laughlin
JOSEPH E. LAUGHLIN, PRESIDENT & CEO

STATE OF ILLINOIS

COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20th day of October, 2021, by **JOSEPH E. LAUGHLIN** as **PRESIDENT OF TRANSWORLD SYSTEMS, INC.**, a California for-profit corporation, authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



Thomas J. Mitchell
NOTARY PUBLIC, STATE OF ILLINOIS

THOMAS J. MITCHELL
(Name of Acknowledger Typed, Printed or Stamped)

765501
Commission Number