

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the **CITY of Pompano Beach (CITY)** and **(insert company name)**, a **(insert State of Incorporation, entity type) (CONTRACTOR)**.

WHEREAS, CITY requires services which CONTRACTOR is capable of providing under the terms and conditions described herein; and

WHEREAS, CONTRACTOR is able and prepared to provide such services to CITY under the terms and conditions set forth herein.

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

1. *Contract Documents.* This Agreement consists of the Scope of Work and proposal set forth in Exhibit "A" (the Work) and the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written modifications issued after execution of this Agreement.

2. *Purpose.* The CITY, on behalf of its City Management, desires to contract with CONTRACTOR to provide **(insert name of responsible person)** services upon the terms and conditions set forth herein.

3. *Scope of Work.* CONTRACTOR shall provide the Scope of Services and proposal set forth in Exhibit "A" and insurance set forth in Exhibit "B", both attached hereto and made a part hereof. If the Work requires CONTRACTOR to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit "A", and CONTRACTOR agrees to provide said materials or Work in accordance therewith. CONTRACTOR and CONTRACTOR's heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of all covenants contained herein on CONTRACTOR's part.

4. *Term of Contract.* This Contract shall be for a term of **(insert term written and number(s))** year(s) or less beginning with the date this Contract is fully executed by both parties.

5. *Renewal.* This Contract is not subject to renewal.

6. *Maximum Obligation.* CITY agrees to pay CONTRACTOR for performing the Work and providing the required insurance.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* CITY agrees to pay CONTRACTOR for performance of the Work set forth in this Agreement as follows:

Services not to exceed (enter contract amount written and in numbers).

B. **Payment.** All payments by CITY shall be made after the Work has been verified and completed. Unless disputed by CITY as provided herein, upon CITY's receipt of a Proper Invoice as defined in § 218.72, Florida Statutes, as amended, CITY shall forward CONTRACTOR payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

CITY may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide CONTRACTOR written notification of any such disputed charge. CONTRACTOR shall provide clarification and a satisfactory explanation to CITY, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of CITY's notice of the disputed amount

In the event CITY has a claim against CONTRACTOR for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, CITY may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR, and/or CONTRACTOR's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to CITY, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with § 218.76, Florida Statutes, as amended.

C. **Invoices.** CONTRACTOR shall submit invoices to CITY on a monthly basis or on **(enter terms for payments, if by % completion of task, or monthly, etc.)**.

8. **Disputes.** Any factual disputes between CITY and the CONTRACTOR in regard to this Agreement shall be directed to the CITY Manager for the CITY, and such decision shall be final.

9. ***Contract Administrators, Notices and Demands.***

A. ***Contract Administrators.*** During the term of this Agreement, the CITY's Contract Administrator shall be City Management **(insert name and title of person appointed by City)** and the CONTRACTOR's Contract Administrator shall be provided by CONTRACTOR upon commencement of services (or their authorized written designee) as further identified below.

B. ***Notices and Demands.*** A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to CONTRACTOR:

(insert name of contact, title)
(insert street_address)
(insert CITY, State Zip Code)
Office: (insert office telephone number)
Email: (insert email address)

If to CITY:

(insert name of contract administrator, and title)
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: (insert office telephone number)
Email: (insert email address)

With a copy to:

Aymara Schmidt, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: Aymara.Schmidt@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, 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 made available at any time and at no cost to CITY upon reasonable written request for its use and/or distribution as CITY deems appropriate provided CITY has compensated CONTRACTOR for said Work product. CITY's re-use of CONTRACTOR's Work product shall be at its sole discretion and risk if done without CONTRACTOR's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the CITY's Contract Administrator upon written request. The 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.

To the extent it exists and is necessary to perform the Work hereunder, CITY shall provide any information, data and reports in its possession to CONTRACTOR free of charge.

11. *Termination.*

A. *Termination for Breach or Default.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 9 herein which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same. Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to CONTRACTOR.

B. **Termination for Convenience.** CITY retains the right to terminate this Agreement for convenience upon ten (10) business days written notice to CONTRACTOR in accordance with Article 9 herein. 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. CITY shall compensate CONTRACTOR for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to CITY within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon CITY's written approval, this Agreement may be extended until said Work is completed and accepted by CITY.

12. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature 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. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

CONTRACTOR must follow all Federal, State, County, and CITY safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines applicable to the COVID-19 virus or other similar pandemic or emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the CITY upon written notice, which may be provided via electronic mail.

13. **Insurance.** CONTRACTOR shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. **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, defend, save and hold harmless 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 CONTRACTOR's performance under this Contract, including but not limited to, 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 the CONTRACTOR, its agents, officers and/or employees, in the performance of services of this contract. 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.

B. CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without CONTRACTOR's indemnification of the CITY. The parties agree that one percent (1%) of the total compensation paid to CONTRACTOR hereunder shall constitute specific consideration to CONTRACTOR for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the CITY of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and CONTRACTOR agrees it shall not assign or otherwise transfer 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 fifteen (15) 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 provisions of Article 28 below.

17. *Performance Under Law.* The CONTRACTOR, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The CONTRACTOR shall permit the authorized representatives of the CITY to inspect and audit all data and records of the CONTRACTOR, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The CONTRACTOR further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CITY or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B. *Conflict of Interest.* During the time period this Agreement is in effect, CONTRACTOR, its employees, subcontractor, and agents shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Additionally, CONTRACTOR, its employees, subcontractors, and agents shall refrain from acting adverse to the CITY's interest in promoting the goals and objectives of this Agreement. Any potential conflict of interest must be reported to the CITY and may be waived only upon additional review and approval by the CITY Manager.

Furthermore, none of CONTRACTOR's employees, subcontractors, and agents shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

The existence of any such conflict of interest, or evidence of non-compliance with the above paragraphs, may serve as grounds for termination of this Agreement pursuant to Paragraph 11, Termination.

20. *Independent CONTRACTOR.* The CONTRACTOR shall be deemed an independent CONTRACTOR for all purposes, and the employees of the CONTRACTOR or any of its CONTRACTORS, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CITY. As such, the employees of the CONTRACTOR, its CONTRACTORS or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by CITY, nor shall such CONTRACTOR, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CITY.

21. *CONTRACTOR cooperation.* The CONTRACTOR recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CITY. Therefore, the CONTRACTOR shall be responsible to maintain a cooperative and good faith attitude in all relations with CITY and shall actively foster a public image of mutual benefit to both parties. The CONTRACTOR shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law, as amended. Specifically, the CONTRACTOR shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of 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.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

4. Upon completion of the contract, transfer, at no cost to the CITY, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records in a format that is compatible with the information technology systems of the CITY.

B. Failure of the 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 THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any 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.

B. 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 problems created by the default or risk 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.

C. 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.

25. *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 the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation 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 thereby by the prevailing party in such litigation through all appellate levels.

27. *No Third-Party Beneficiaries.* CONTRACTOR and CITY agree that this Agreement and other agreements 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.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, 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 Article 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *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.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* CONTRACTOR represents that it presently has 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 its performance under this Agreement.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. *Employment Eligibility.* By entering into this Contract, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "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 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 or County Court no later than 20 calendar days after the date of termination. 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 1 year after the date of termination

36. *Scrutinized Companies.* By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - 2. Is engaged in business operations in Syria.
- C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after CONTRACTOR has submitted a certification, shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have five (5) days from receipt of notice to

refute the false certification allegation. If such false certification is discovered during the active contract term, CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

37. *Affidavit of Compliance with Anti-Human Trafficking Laws.* In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

38. *Affidavit of Compliance with Foreign Entity Laws.* The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Entity.
- C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

39. *Annual Budgetary Funding/Cancellation.* This Agreement and all obligations of the CITY hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the CITY Commission.

40. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a 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.

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DRAFT

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

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

“CONTRACTOR”

(insert company name)

Witnesses:

By: _____

Name, Title

(Print or Type Name)

(Print or Type Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ as _____ of _____, a Florida corporation on behalf of the corporation **Or** a Florida limited liability company on behalf of the company, who is personally known to me or who has produced _____ as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number