**Addendum between the City of Oakland Park and Brycer, LLC**

This ADDENDUM ("Addendum"), dated _____, 2021, shall be included as part of **The Compliance Engine Agreement** (referred to as "Agreement") by and between the **City of Oakland Park**, a Florida municipal corporation ("City") and **Brycer, LLC,** ("Brycer"). City and Brycer shall be collectively referred to herein as the "Parties" and individually as a "Party".

1. **Termination for Convenience.** The Agreement may be terminated by City for convenience, upon providing thirty (30) days prior written notice to Brycer.
2. **Governing Law and Venue**. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
3. **Sovereign Immunity**. Nothing contained in the Agreement, nor set forth herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.
4. **Non-Discrimination & Equal Opportunity Employment**. During the performance of the Agreement, neither Brycer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Brycer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Brycer shall agree 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. Brycer further agrees that Brycer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
5. **Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute the Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
6. **Public Records.** The City is a public agency subject to Chapter 119, Florida Statutes. Brycer shall comply with Florida's Public Records Law. Specifically, Brycer shall:
   - 6.1 Keep and maintain public records required by the City to perform the service;
   - 6.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

6.3 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 Agreement term and, following completion of the Agreement, Brycer shall destroy all copies of such confidential and exempt records remaining in its possession after Brycer transfers the records in its possession to the City; and

6.4 Upon completion of the Agreement, Brycer shall transfer to the City, at no cost to the City, all public records in Brycer's possession. All records stored electronically by Brycer 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.

6.5 The failure of Brycer to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the City may terminate the Agreement in accordance with the terms herein.

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

**Renee M. Shrout, CMC**
**City Clerk**
**City of Oakland Park**
**3650 NE 12th Avenue**
**Oakland Park, FL 33334**
**954-630-4298**
**renees@oaklandparkfl.gov**

7. **Scrutinized Companies**. Brycer, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. 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 governmental entity for goods or services of:

7.1 Any amount if, at the time 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

7.2 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:

7.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

7.2.2 Is engaged in business operations in Syria.

8. **Employment Eligibility**. Brycer certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

8.1 **Definitions for this Section:**

8.1.1 "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.

8.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

8.1.3 "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.

8.1.4 "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.

8.2 **Registration Requirement; Termination:** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Brycer, 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:

8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

8.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. 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; and

8.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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. 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.

9. **Conflict of Terms**. In the event of any conflict or ambiguity between the language in the Agreement, and this Addendum, the terms of this Addendum shall control.

**IN WITNESS OF THE FOREGOING,** the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF OAKLAND PARK, FLORIDA

ATTEST:

_____ By: _____

Renee M. Shrout, CMC, City Clerk David Hebert, City Manager

APPROVED AS TO FORM:

_____

Donald J. Doody, City Attorney

**BRYCER, LLC**

Signed By: Matthew B. Rice

Print Name: Matthew B. Rice

Title: President