

ADDENDUM TO CONSULTING SERVICES AGREEMENT

This Addendum to the Terms and Conditions of the In Rem Solutions, Inc. Agreement, by and between the Northwest Focal Point Senior Center District (“District”) and In Rem Solutions, Inc. (“Consultant”), is entered into this ___ day of _____ 2026 (“Effective Date”). District and Consultant may each be referred to individually as a “Party” and together as the “Parties.”

The following are additional terms and conditions to be incorporated into the agreement between In Rem Solutions, Inc. and the Northwest Focal Point Senior Center District.

INSURANCE & LICENSES

The Consultant shall comply with all federal, state and local laws and regulations now in effect or hereinafter enacted during the term of the Agreement that are applicable to the Consultant, its employees, agents or subcontractors, if any, with respect to the work and services described herein. The Consultant shall maintain in full force and effect during the term of the Agreement, Worker’s Compensation insurance covering all employees in performance of work under the Agreement. The Consultant shall make this same requirement of any of its subcontractors. The Consultant shall indemnify and save the District harmless for any damage resulting to it for failure of either the Consultant or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage that shall be maintained during the term of this Agreement:

<u>Coverage</u>	<u>Minimum Limits</u>
Professional Liability (Errors & Omissions)	\$1,000,000
Worker’s Compensation	Statutory

Statutory coverage for Worker’s Compensation insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Consultant shall be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment. If the Consultant is exempt from Worker’s Compensation Insurance requirements, then a letter stating such exemption shall be provided.

The Consultant’s liability insurance policies shall be endorsed to add the District as an “additional insured”. The Consultant’s Workers’ Compensation carrier will provide a Waiver of Subrogation to the District.

Neither the Consultant nor any subcontractor shall commence work until they have obtained all insurance required under this section and have supplied the District’s Risk Manager with evidence of such coverage in the form of a Certificate of Insurance, including all required endorsements. Such certificates shall be approved by the Risk Manager.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have at minimum, a policy holders’ rating of “A”, and a financial class of “VII” as reported in the latest edition of Best’s Insurance Reports, unless the District grants specific approval for an exception.

All policies provided should be Occurrence, not Claims Made, forms. The insurance policies must be endorsed to add the District of Margate as an Additional Insured must be promptly provided. The Consultant shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the District by certified mail.

NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

PUBLIC RECORDS

This Agreement and this Addendum shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Consultant understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Consultant agrees to:

- a. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Consultant shall 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, and following completion of the Agreement until the records are transferred to District.
- c. Upon request from District custodian of public records, Consultant shall provide District 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of District.
- e. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Consultant or keep and maintain public records required by District to perform the service. If Consultant transfers all public records to District upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to District, upon request from the District's Custodian of Records, in a format that is compatible with the District's information technology systems.

- f. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- g. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by District.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: Terry Lieberman, Project Director
Mailing address: NWFP Senior Center
6009 NW 10th St.
Margate, FL 33063
Telephone number: 954-973-0300
Email: tlieberman@margatefl.com

SCRUTINIZED COMPANIES.

Consultant certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, Consultant agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this agreement. Pursuant to Section 287.135, Florida Statutes, the District may immediately terminate this agreement, for cause, if the Consultant, its affiliates, or its subcontractor are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractor are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the agreement. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this 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.

COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

E-VERIFY

1) Definitions:

“Consultant” 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.

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

2) Effective January 1, 2021, public and private employers, Consultants and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

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

b) All persons (including subcontractors) assigned by Consultant to perform work pursuant to the contract with the Department. The Consultant acknowledges and agrees that 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 District; and

c) By entering into this Contract, the Consultant becomes obligated to 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 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. The Consultant 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 subcontractor 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 contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination and shall be liable for any additional costs incurred by the District as a result of the termination.

IN WITNESS WHEREOF the undersigned parties have executed this Addendum on the date indicated above.

IN REM SOLUTIONS, INC.

WITNESSED:

By: _____

By: _____
Lisa N. Mulhall, President

NORTHWEST FOCAL POINT SENIOR CENTER DISTRICT

By: _____
Antonio V. Arserio, Board Chair

By: _____
Terry Lieberman, Project Director

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Consultant”)

Consultant FEIN: _____

Address: _____

District: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Consultant** is required to provide an affidavit under penalty of perjury attesting that **Consultant** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Consultant**, I certify that **Consultant** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Consultant may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the District which would grant the entity access to an individual's personal identifying information.

1. _____ ("Consultant") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath