

**ADDENDUM TO
ONLINE PAYMENT PROCESSING SERVICES STATEMENT OF WORK**

This Addendum to the Online Payment Processing Services Statement of Work (“SOW”) by and between the City of Margate (“MERCHANT”), a municipal corporation, and Bill2Pay, LLC (“PROVIDER”), is entered into this ____ day of _____ 2022 (“Effective Date”). MERCHANT and PROVIDER may each be referred to individually as a “Party” and together as the “Parties.”

NOTICE

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

TO MERCHANT: Cale Curtis, City Manager
 City of Margate
 5790 Margate Blvd.
 Margate, FL 33063

TO PROVIDER: Bill2Pay, LLC
 9428 Baymeadows Rd., Suite 500
 Jacksonville, FL 32256

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 SOW and shall be fully binding until such time as any proceeding brought on account of this SOW is barred by any applicable statute of limitations.

PUBLIC RECORDS

The SOW and this Addendum shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. PROVIDER 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, PROVIDER agrees to:

- a. PROVIDER agrees to keep and maintain public records in PROVIDER’S possession or control in connection with PROVIDER’S performance under this Agreement. PROVIDER additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. PROVIDER 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 SOW, and following completion of the SOW until the records are transferred to MERCHANT.

- c. Upon request from MERCHANT custodian of public records, PROVIDER shall provide MERCHANT 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 SOW are and shall remain the property of MERCHANT.
- e. Upon completion of this SOW, transfer, at no cost, to the MERCHANT all public records in possession of PROVIDER or keep and maintain public records required by MERCHANT to perform the service. If PROVIDER transfers all public records to MERCHANT upon completion of this SOW, PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains public records upon completion of this SOW, PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically by PROVIDER shall be delivered to MERCHANT, upon request from the MERCHANT's Custodian of Records, in a format that is compatible with the MERCHANT's information technology systems.
- f. Any compensation due to PROVIDER shall be withheld until all records are received as provided herein.
- g. PROVIDER's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this SOW by MERCHANT.

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

Custodian of Public

Records:

JENNIFER M. JOHNSON, MMC, CITY CLERK

Mailing address:

5790 Margate Blvd., Margate, FL 33063

Telephone number:

954-935-5327

Email:

jjohnson@margatefl.com

SCRUTINIZED COMPANIES.

PROVIDER certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Florida Statutes. In addition, PROVIDER agrees to observe the requirements of Section 287.135, Florida Statutes, for applicable sub-agreements entered into for the performance of work under this SOW. Pursuant to Section 287.135, Florida Statutes, the MERCHANT may immediately terminate this agreement, for cause, if the PROVIDER, its affiliates, or its subcontractors are found to have submitted a false certification; or if the PROVIDER, its affiliates, or its subcontractors 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.

E-VERIFY

1) Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“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.

2) Effective January 1, 2021, public and private employers, contractors 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. PROVIDER 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 PROVIDER to perform employment duties within Florida during the term of the SOW; and

b) All persons (including subvendors/subconsultants/subcontractors) assigned by PROVIDER to perform work pursuant to the contract with the Department. The PROVIDER 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 MERCHANT; and

c) By entering into this SOW, the PROVIDER 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 PROVIDER shall maintain a copy of such affidavit for the duration of the SOW. Failure to comply will lead to termination of this SOW, 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 SOW is terminated for a violation of the statute by the PROVIDER, the PROVIDER 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 MERCHANT as a result of the termination.

GOVERNING LAW/VENUE

This SOW shall be governed by and construed in accordance with the laws of the State of Florida. Any controversies or legal problems arising out of this SOW and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

BILL2PAY, LLC:

By _____
Print Name: _____
Title: _____

Date: _____

CITY OF MARGATE, FLORIDA:

By _____
Cale Curtis. City Manager

Date: _____