

**PROFESSIONAL SERVICES AGREEMENT FOR DISASTER RECOVERY
PERFORMANCE AUDITING AND MANAGEMENT CONSULTING SERVICES
BETWEEN BLUE SKY EMERGENCY MANAGEMENT (DBA THE INTEGRITY
GROUP) AND CITY OF BONIFAY, FLORIDA**

ADDENDUM NO. 1

By Agreement made and entered into this 1st day of October 2024, by and between the **CITY OF BONIFAY, FLORIDA** (hereinafter referred to as "**CITY**"), whose mailing address is 301 J. Harvey Etheridge St., Florida 32425 and **THE INTEGRITY GROUP**, (hereinafter referred to as "**Consultant**") whose address is 2120 Killarney Way, Tallahassee, FL 32309.

WITNESSETH

The CITY and CONSULTANT mutually agree to amend that certain Agreement between the CITY and CONSULTANT made and entered into on October 1, 2021, with the term expiration on September 30, 2024, and amended on October 1, 2024 - Addendum No.1 extending the expiration date to October 1, 2025.

- A) Both parties wish to utilize the option contained in **Section #2 - TERM OF AGREEMENT** by electing to renew the contract for term of one (1) year. Thereby extending the current contract from October 1 2021 through and until October 1, 2025.
- B) The parties further agree that the Agreement shall be amended **to add the following clauses to comply with FEMA regulations:**

SECTION 12. LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACT (all contracts in excess of \$250,000)

(a) In the event any deliverables furnished or services provided by Contractor in the performance of this Contract should fail to conform to the requirements herein, or to the sample submitted by Contractor, CITY OF BONIFAY may reject the same, and it shall thereupon become Contractor's duty to forthwith reclaim and remove all nonconforming deliverables and correct the performance of services, without expense to the CITY OF BONIFAY, and to immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse to do so, CITY OF BONIFAY shall thereupon have the right, but not the obligation, to purchase in the open market, in lieu thereof, a corresponding quantity of any such items or services and to deduct the cost of such cover from any moneys due or that may thereafter become due to Contractor. (b) In the event Contractor fails to make prompt delivery of any item or service as specified in the Contract, the same conditions as to CITY OF BONIFAY's right, but not obligation, to purchase in the open market and receive reimbursement from Contractor, as set forth in (a) above shall apply. (c) If the CITY OF BONIFAY terminates this Contract, either in whole or in part, for Contractor's default or breach, Contractor shall compensate CITY OF BONIFAY, in addition to any other remedy CITY OF BONIFAY may have available to it, for any loss or damage sustained and cost incurred by the CITY OF BONIFAY in procuring any items or services that Contractor agreed to supply. (d) The CITY OF BONIFAY's rights and remedies provided in this Section (Remedies for Contractor's Breach) shall not be exclusive and shall be in addition to any other rights and remedies provided by law, equity, or this Contract.

SECTION 13. TERMINATION FOR CAUSE OR CONVENIENCE

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of BONIFAY shall determine that such termination is in the best interest of the City. (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the

CONSULTANT, and specifically setting forth the effective date of termination. (c) Upon receipt of such Notice, the CONSULTANT shall: (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice; (ii) place no further orders with any sub-contractors except as may be necessary to perform that portion of this Contract not subject to the Notice; (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice; (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of BONIFAY; and (v) use best efforts to mitigate any damages which may be sustained by the CONSULTANT as a consequence of termination under this clause. (d) After complying with the provisions of subparagraph (c), above, the CONSULTANT shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director. (e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the CONSULTANT shall be paid the agreed amount. (f) In the event that the parties cannot agree on the whole amount to be paid to the CONSULTANT by reason of termination under this clause, the Finance Director shall pay the CONSULTANT the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause: (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of: (1) the cost of work performed or supplies delivered; (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable. (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated. (g) In the event that the CONSULTANT is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the CONSULTANT may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

SECTION 14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

(a) Overtime requirements. No CONSULTANT or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the CONSULTANT and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section. (c) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or sub-contractor under any such contract or any other Federal contract with the same prime CONSULTANT, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONSULTANT, such sums as may be determined to be necessary to satisfy any liabilities of such CONSULTANT or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section. (d) Subcontracts. The CONSULTANT or sub-contractor shall insert

in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the sub-contractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (i) through (iv) of this section.

SECTION 15. CLEAN AIR ACT (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

SECTION 16. SUSPENSION AND DEBARMENT

(a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (c) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION 17. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. BYRD

BYRD ANTI-LOBBYING CERTIFICATE (ATTACHED) As follows in incorporated as a part of this contract.

SECTION 18. ACCESS TO RECORDS

(a) The Contractor agrees to provide the City of BONIFAY, State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (d) In compliance with the Disaster Recovery Act of 2018, the City of BONIFAY and the

Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION 19. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SECTION 20. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Contractor acknowledgements that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION 21. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION 22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

SECTION 23. CONTRACT CHANGES OR MODIFICATIONS

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract. (b) If any change under this clause causes an increase or decrease in CONSULTANT's cost of, or time required for the performance of the work hereunder, CONSULTANT shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the CONSULTANT, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. (c) CONSULTANT need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes. (d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

SECTION 24. AUTHORITY TO SIGN.

Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF BONIFAY

Larry Cook, Mayor

Rickey Callahan, City Clerk

Dated: _____

WITNESSES:

THE INTEGRITY GROUP

By: Gary J. Yates
(Printed Name of Authorized Officer)

Signature

Dated: _____

Approved by the City Council of the City of
Bonifay at a meeting held on this
day of _____, 2024 under _____
Agenda Item No. _____.