

PROFESSIONAL SERVICES AGREEMENT
(Code Enforcement Lien Recovery Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 8/25/2020 by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Coast Professional, Inc.**, with its address at 4273 Volunteer Road, Geneseo, NY 14454, authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City issued Request for Proposals RFP 20-207 in order to obtain a consulting services for a Code Enforcement Lien Recovery and related services ("RFP" hereinafter); and

WHEREAS, the Consultant has provided the City with a written proposal in response to RFP 20-207 for a Code Enforcement Lien Recovery Services; and

WHEREAS, the City desires to accept Consultant's proposal for the provision of the Code Enforcement Lien Recovery Services consistent with the terms and conditions set forth in this Agreement; and

WHEREAS, the Consultant will use its best efforts to effect collections of accounts referred to it by the City; and

WHEREAS, the Consultant shall not under any circumstances use any threats, intimidation, or harassment of a debtor in the collection of accounts, shall comply with all provisions of the Fair Debt Collection Practices Act (FDCPA) and shall not violate any Federal Trade Commission or other applicable state and federal statutes, laws, rules, ordinances, regulations and guidelines; and

WHEREAS, the Consultant agrees to abide by the City's Code of Ordinances, its regulations and adopted policies and procedures; and

WHEREAS, the Consultant has not, does not and will not represent, warrant, or guarantee the collections or timing of any collections of any accounts assigned to it under this Agreement. The services shall be performed on a best efforts basis; and

WHEREAS, the Consultant shall comply with all current consumer financial laws and regulations and their amendments during the term of this Agreement; and

WHEREAS, the Consultant warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the City finds accepting Consultant's proposal as described herein serves a valid public purpose and is in accordance with the City's Procurement Code and Policy; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND RESPONSIBILITIES. As more specifically set forth in the Consultant's proposal (dated June 17, 2020) which is attached hereto as **Exhibit "A"** and incorporated herein, the Consultant shall provide Code Enforcement Lien Recovery Services to the City.

A. The Consultant for the purpose of recovering City debtor accounts, will comply at all times with all applicable "Red Flag" regulations and requirements. This includes information that may be shared and required to perform credit bureau checks, address searches and proper billing and collection of payments. A copy of the Consultant's "Red Flag" policies shall be provided to the City.

B. All funds collected by the Consultant on behalf of the City shall be deposited into Consultant's trust account. The City authorizes the Consultant to endorse negotiable instruments made payable to the City for purposes of depositing funds in said account. Any interest earned on funds shall be retained by Consultant.

C. The Consultant will remit to the City monthly statements of the gross amount received with respect to all accounts less earned and undisputed Consultant commission (as defined below) by the tenth (10th) day of the month following the month in which such amounts were received, unless special circumstances require a more immediate remittance on all funds collected during the preceding month. The City will examine each such summary and raise any objections to Consultant's accounting, in writing, within thirty (30) days after the receipt of such summary. City's failure to raise such objection to Consultant's accounting during the thirty (30) day period will be deemed a full and final acceptance by the City of Consultant's summary for that month.

D. Consultant shall return to City, without charge, any account placed in error.

E. The City acknowledges that in connection with the collection of delinquent consumer debts, the FDCPA requires that Consultant provide the consumer with verification of the underlying obligation if that request is made to Consultant, in writing, by the consumer within thirty (30) days of our initial communication with the consumer if Consultant is to continue with collection efforts. The law prohibits Consultant from collecting on any obligation once a timely verification request is made to Consultant from the consumer, until such time as said verification has been mailed by Consultant to the consumer. The City acknowledges that in any situation in which it does not provide Consultant with the requested verification, Consultant can no longer legally attempt to collect the account. In such case, The City acknowledges that the Consultant will return the account to the City.

SECTION 3: CITY RIGHTS AND RESPONSIBILITIES.

A. The City may periodically place Accounts with Consultant for collection pursuant to the terms of this Agreement. The City represents and warrants (i) that the Account balances will reflect true and just indebtedness properly assessed in accordance with all applicable laws, codes and ordinances, (ii) that the Accounts are represented by a properly obtained and recorded lien in favor of the City, (iii) that the City obeyed all laws and regulations relating to or affecting the Accounts assigned, (iv) that the Account balances are not barred by any statute of limitations, (v) that the persons obligated on the Accounts are not represented by an attorney or protected by any bankruptcy proceeding unless clearly noted at time of assignment and the Accounts are not the subject of litigation or any regulatory complaints, (vi) that the Accounts or related rights to collect are not at time of assignment assigned to another collection agency, attorney or other person, (vii) that the City is fully authorized and has obtained all necessary approvals for the assignment of the City's rights and interests in and to the Accounts to Consultant, and (viii) that the City has or will provide to Consultant all information and documentation with respect the Accounts necessary for Consultant to provide the services pursuant to this Agreement and that all such information and documentation is true, accurate and complete in all material respects.

B. Any such placement of Accounts shall include an assignment of the City's rights and interests in and to the Accounts, including all contractual and statutory rights, to the extent required to perform the services required by this Agreement. City agrees and acknowledges that Consultant may enforce all such assigned rights with respect to Accounts, including recovery of all amounts owed for the Account, subject to Consultant's duties and obligations to the City pursuant to this Agreement.

C. The City may cancel and recall Accounts by providing written notice to Consultant unless the account is in a paying or promise to pay status or a signed suit authorization is on file. Upon closing an Account, the City will remit to Consultant all compensation due for payments that resulted directly as a result of Consultant's effort pursuant to this Agreement.

D. The City shall notify Consultant of all payments made directly to the City on all Accounts at time of receipt of payment. The City understands and agrees that full compensation is due and payable to Consultant on such direct payments once the Account has been assigned to Consultant. The City further agrees to indemnify Consultant for all losses incurred by Consultant caused by the City not reporting any such direct payments.

SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 5: TERM, TIME AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the period of three (3) consecutive year unless earlier terminated as stated herein. The term may be extended for two (2) additional one (1) year terms by written agreement of the parties. The City Manager is authorized to extend the term of this Agreement on behalf of the City if all other material terms and conditions remain the same.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as commercially reasonable and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, pandemics, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format reasonably acceptable to City.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 6: COMPENSATION.

- a. Payments. The City agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the City under this Agreement and not set forth in Exhibit "A".
- b. Payments shall be made in the following manner. The Consultant shall collect all funds from consumers (property owners) in accordance with the City's ordinances, regulations, policies and procedures. The consultant shall then deduct its collection fees as set forth in Exhibit "A" and remit the balance to the City. Remittance to the City shall occur on a monthly basis in accordance with section 2b above. There is no minimum or maximum amount that may be recovered by the Consultant. Notwithstanding any provision to the contrary contained in Exhibit A or the RFP, the Consultant shall not be required to add the compensation payable pursuant to this Section to the amount owed to the City and the City shall, regardless of such addition, be responsible for paying to Consultant the amount of compensation provided in this Section.

SECTION 7: INDEMNIFICATION AND DAMAGES.

A. The Consultant shall indemnify and hold harmless the City, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

B. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

SECTION 8: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 9: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 10: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 11: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 12: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	\$1, 000,000 per occurrence
Independent Consultant, personal injury)	\$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of

the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 13: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 14: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 16: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 17: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 21: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

and if sent to the Consultant, shall be sent to:

Coast Professional, Inc.
Attn: Jonathan Prince
4273 Volunteer Road
Geneseo, NY 14454

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 22: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 23: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 24: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 25: MATERIALITY. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 26: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 27: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 28: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 29: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 30: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 31: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". This Agreement also includes the RFP, which is incorporated by reference. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 32: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 33: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 34: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, 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.
- (c) 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
- (c) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 or designee, in a format that is compatible with the information technology systems of the City.

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

THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV ,7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

SECTION 35: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as required to perform the services pursuant to this Agreement or as otherwise expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"), which includes, but is not limited to, energy pricing information set forth in the City's agreements with third parties, systems and procedures employed by Consultant in providing the services, information regarding Consultant's other clients, and the compensation payable to Consultant pursuant to this Agreement; provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 36: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 37: NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 38: SCRUTINIZED COMPANIES.

(b) (a) The Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement. If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

(d) The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(e) The Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

(f) The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

(g) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Code Enforcement Lien Recovery) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: Coast Professional, Inc.

By: Micah Pulliam, CPA

Print Name: Micah Pulliam

Title: Chief Financial Officer



[Corporate Seal]

STATE OF LOUISIANA)
~~PARISH~~ COUNTY OF OUACHITA)

The foregoing instrument was acknowledged before me this 25th day of August, 2020, by Micah Pulliam, who was physically present, as CEO (title), of Coast Professional, Inc., a Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following n/a as identification.

Notary Public

Terry W. Johnson #34582

Print Name: Terry W. Johnson
My commission expires: _____



OFFICIAL SEAL
TERRY W. JOHNSON
NOTARY PUBLIC NO. 34582
STATE OF LOUISIANA
PARISH OF OUACHITA
My commission is for Life

EXHIBIT "A"

(Consultant's Proposal)