



Addendum to Lexipol Master Service Agreement

THIS ADDENDUM (“Addendum”) dated _____, 2022, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“Agency”), and **Lexipol, LLC**, a limited liability company with a principal address of 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (“Lexipol”). The Agency and Lexipol shall be collectively referred to herein as the “Parties” and individually as a “Party”. The Lexipol Master Service Agreement and this Addendum shall be collectively referred to herein as the “Agreement”.

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The Agency shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to the Agency do not include applicable state and local sales, use and related taxes. The Agency is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Agency will provide Company with proof of tax-exempt status.
2. **Termination.** The Agreement may be terminated by Agency for convenience, upon providing fourteen (14) days written notice of such termination to Lexipol, in which event Lexipol shall be paid its compensation for services performed to termination date including services reasonably related to termination. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.
3. **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.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither Lexipol 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. Lexipol 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. Lexipol 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. Lexipol



further agrees that Lexipol will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Lexipol is an independent contractor under the Agreement and not the Agency's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Lexipol shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Lexipol's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of Lexipol, which policies of Lexipol shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Lexipol's funds provided for herein. Lexipol agrees that it is a separate and independent enterprise from the Agency, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between Lexipol and the Agency and the Agency will not be liable for any obligation incurred by Lexipol, including but not limited to unpaid minimum wages and/or overtime premiums.
6. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Lexipol shall comply with Florida's Public Records Law. Specifically, Lexipol shall:
 - 6.1 Keep and maintain public records required by the Agency to perform the service;
 - 6.2 Upon request from the Agency's custodian of public records, provide the Agency 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, Lexipol shall destroy all copies of such confidential and exempt records remaining in its possession after Lexipol transfers the records in its possession to the Agency; and
 - 6.4 Upon completion of the Agreement, Lexipol shall transfer to the Agency, at no cost to the Agency, all public records in Lexipol's possession. All records stored electronically by Lexipol must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.



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

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

7. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Lexipol and Agency designate the following as the respective places for giving of notice:

Agency: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500

Lexipol: Lexipol, LLC
2611 Internet Blvd, Ste. 100
Frisco, TX 75034
Telephone No.: 844-267-3426

8. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.



9. **Compliance with Laws.** Lexipol hereby warrants and agrees, that at all times material to this Addendum, Lexipol shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
10. **Scrutinized Companies.** Lexipol, 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 §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:
 - 10.1 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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 10.2 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:
 - 10.2.1 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 §215.473, Florida Statutes; or
 - 10.2.2 Is engaged in business operations in Syria.
11. **Employment Eligibility.** Lexipol certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 - 11.1 **Definitions for this Section.**
 - 11.1.1 “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.
 - 11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
 - 11.1.3 “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.



11.1.4 "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.

11.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, 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:

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

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

11.2.3 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.

12. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Lexipol without the prior written consent of the Agency. For purposes of the Agreement, any change of ownership of Lexipol shall constitute an assignment which requires the Agency approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.



13. **Access to Records**. Upon request and reasonable notice, the Agency shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to Lexipol's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to the Agency upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.
14. **Attorneys' Fees**. In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
15. **Sovereign Immunity**. Nothing contained in the Agreement is intended nor shall be construed to waive Agency's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
16. **Insurance**. Lexipol expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by Lexipol shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents and instrumentalities as herein provided.
 - 16.1 Lexipol shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the Agency nor shall Lexipol allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
 - 16.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Agency's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
 - 16.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the Agency in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either Lexipol or their Insurance Broker must agree to provide notice.
 - 16.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal



acceptance by the Agency. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, Lexipol shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Lexipol shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. Lexipol shall be liable to the Agency for any lapses in service resulting from a gap in insurance coverage.

16.5 REQUIRED INSURANCE. Lexipol shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

✓ ☐ **16.5.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ **16.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of Lexipol engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, Lexipol shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Lexipol. Coverage for Lexipol and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory

2. Employers Liability: Coverage B \$500,000 Each Accident



\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If Lexipol claims to be exempt from this requirement, Lexipol shall provide the Agency proof of such exemption for the Agency to exempt Lexipol.

Yes No

☐ * **16.5.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under the Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☒ * **16.5.3.1** If Lexipol requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the Agency, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

☐ * **16.5.4 Umbrella/Excess Liability Insurance** in the amount of \$_____ as determined appropriate by the Agency depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ * **16.5.5 Professional Liability/Errors & Omissions Insurance** with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the Agency.



Yes No

☐ ✖ 16.5.6 **Environmental/Pollution Liability Insurance** shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: Lexipol's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the Agency. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☒ 16.5.7 **Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the Agency. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ✖ 16.5.8 **Crime Coverage** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Lexipol is physically located on the Agency's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ✖ 16.5.9 **Garage Liability & Garage-keepers Legal Liability** for those that manage parking lots for the Agency or service the Agency vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to



this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ * 16.5.10 **Liquor Liability** for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ * 16.5.11 **Sexual Abuse & Molestation** for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the Agency. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Agency's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ * 16.5.12 **Builder's Risk Insurance** shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of the Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the Agency, Lexipol and subcontractors of the project. Lexipol shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The Agency reserves the right at its sole discretion to utilize Lexipol's Builder's Risk Insurance or for the Agency to purchase its own Builder's Risk Insurance for the Project. Prior to Lexipol purchasing the Builder's Risk insurance for the project, Lexipol shall allow the Agency the opportunity to analyze Lexipol's coverage and determine who shall purchase the coverage. Should the Agency utilize Lexipol's Builder's Risk Insurance, Lexipol shall be responsible for all deductibles. If the Agency chooses to purchase the Builder's Risk Coverage on the project, Lexipol shall provide the Agency with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the Agency choose to utilize the Agency's Builder's Risk Program, the Agency shall be responsible for the Named Windstorm Deductible and Lexipol shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the Agency Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No



☐ ✕ 16.5.13 Other Insurance

16.6 REQUIRED ENDORSEMENTS.

16.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

16.6.2 Waiver of all Rights of Subrogation against the Agency.

16.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the Agency.

16.6.4 Lexipol's policies shall be Primary & Non-Contributory.

16.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Agency.

16.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

16.7 Any and all insurance required of Lexipol pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Agency as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by Lexipol and provided proof of such coverage is provided to the Agency. Lexipol and any subcontractors shall maintain such policies during the term of the Agreement.

16.8 The Agency reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

16.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability Lexipol has assumed in the indemnification/hold harmless section(s) of the Agreement.

17. **Ownership, Use, and Access to Agency Data.** As used in this Addendum, all information relating to Agency, including personally identifiable information, non-public information, records, data, metadata, usernames, names, photos, content, survey responses, student records, and customer information, created, uploaded, or provided by Agency during the term of the Agreement shall be collectively referred to as "Agency Data". Agency Data shall not include data that that is utilized by Lexipol and authorized third-parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. Lexipol and authorized third-parties agree not to attempt to re-identify de-identified Agency Data and shall not transfer any Agency Data or de-identified Agency Data to any party unless that party agrees not to attempt to re-identification.



- 18.1 Agency grants to Lexipol and authorized third-parties a limited, non-exclusive license to use, access, and process Agency Data solely for the purpose of providing and supporting the functions and use of Lexipol's services. Agency Data may not be used for any unauthorized commercial purpose and may only be utilized specifically for providing services to, and improving services for Agency. Agency shall retain all rights, including intellectual property rights, title, and interest in Agency Data. Agency Data may not be used for any purpose other than outlined in this Addendum and in the Agreement, as modified hereby.
- 18.2 Lexipol does not have any rights, implied or otherwise, to Agency Data except as expressly stated herein. This includes the right to sell or trade Agency Data. Agency Data shall not be exported or maintained outside of the United States.
- 18.3 Lexipol shall not change how Agency Data is collected, used, or shared under the terms of Agreement in any way that is materially contrary to the provisions of this Addendum without advance notice in writing to Agency. Any such changes that alter the terms and requirements set forth in this Addendum shall only take effect upon Agency's written consent to such changes.
- 18.4 Lexipol shall not make Agency Data available to any third-party except as permitted herein, as may be required to provide its services to the Agency, as directed by the Agency, or required by law. Agency Data shall only be accessed and processed by Lexipol and authorized third-parties to the extent necessary for Lexipol to render the services required by the Agreement, as modified by this Addendum. Authorized third-parties engaged by Lexipol shall agree to adhere to the requirements set forth in this Addendum, the Agreement, as modified hereby.
- 18.5 Lexipol will ensure that all Agency Data in its possession and possessed by any approved third-parties or agents, will be destroyed or transferred to the Agency when the Agency Data is no longer needed for its specified purpose or at the request of the Agency.
- 18.6 Lexipol further agrees to use and process Agency Data in accordance with industry standards. This includes appropriate administrative, physical, and technical safeguards to secure Agency Data from unauthorized access, disclosure, and use. Lexipol shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Lexipol will also have a written incident response plan, to include prompt notification of the Agency in the event of a security or privacy incident, as well as best practices for responding to a data or cyber security breach. Lexipol agrees to share a summary of its incident response plan with the Agency upon request.
19. **Entire Agreement.** The Parties agree that the Lexipol Master Service Agreement and this Addendum represent the entire and integrated agreement between Agency and Lexipol and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of



the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

20. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Lexipol Master Service Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
21. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum 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 Addendum.
22. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
23. **Federal Requirements.** Notwithstanding anything to the contrary set forth herein, Lexipol shall comply with the applicable federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to Lexipol in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:
 - 23.1 **Equal Employment Opportunity.** During the performance of this contract, Lexipol agrees as follows:
 - 23.1.1 Lexipol will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Lexipol will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lexipol agrees 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.
 - 23.1.2 Lexipol will, in all solicitations or advertisements for employees placed by or on behalf of Lexipol, state that all qualified applicants will receive consideration



for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

23.1.3 Lexipol will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Lexipol's legal duty to furnish information.

23.1.4 Lexipol will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Lexipol's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23.1.5 Lexipol will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

23.1.6 Lexipol will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

23.1.7 In the event of Lexipol's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Lexipol may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23.1.8 Lexipol will include the provisions of paragraphs (21.1.1) through (21.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Lexipol will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a



means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Lexipol becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Lexipol may request the United States to enter into such litigation to protect the interests of the United States.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Agency so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Agency further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Agency under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 Davis-Bacon Act. Lexipol shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, Lexipol must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Lexipol must be required to pay wages not less than once a week.

23.3 Copeland "Anti-Kickback" Act. Lexipol shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations



(29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Lexipol must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Agency must report all suspected or reported violations to the Federal awarding agency.

23.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).

Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Lexipol must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

23.4.1 Overtime requirements. No contractor or subcontractor 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.

23.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (21.4.1) of this section Lexipol and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor 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 (21.4.1) of this section, in the sum of \$10 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 (21.4.1) of this section.

23.4.3 Withholding for unpaid wages and liquidated damages. Agency 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 Lexipol or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause



set forth in paragraph (21.4.2) of this section.

23.4.4 **Subcontracts.** Lexipol or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (21.4.1) through (21.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (21.4.1) through (21.4.4) of this section.

23.5 Lexipol 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). Agency will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.5.1 **Clean Air Act.** Lexipol agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. Lexipol agrees to report each violation to Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Lexipol agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23.5.2 **Federal Water Pollution Control Act.** Lexipol agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Lexipol agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Lexipol agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

23.6 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such Lexipol is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or 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).

23.6.1 Lexipol 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. This certification is a material representation of fact relied upon by Agency. If it is later determined that Lexipol 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 State and Agency, the Federal Government



may pursue available remedies, including but not limited to suspension and/or debarment.

23.6.2 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.

23.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** Lexipol shall file the required certification pursuant to 31 U.S.C. 1352. 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.

23.8 **Compliance with State Energy Policy and Conservation Act.** Lexipol shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

23.9 **Procurement of Recovered Materials.** The Agency and Lexipol must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), Lexipol shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of Lexipol which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide the applicable Federal Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

23.11 **Rights to Inventions.** Lexipol agrees that if this Agreement is specifically entered



into in order to create= copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

23.12 **No Obligation by the 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.

23.13 **DHS Seal, Logo, and Flags.** Lexipol shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

23.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. Lexipol will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

23.15 **Fraudulent Statements.** Lexipol acknowledges that 31 U.S.C. Chap. 38 applies to Lexipol's actions pertaining to this Agreement.

23.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

23.16.1 **Prohibitions.**

23.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

23.16.1.2 Unless an exception in paragraph 21.16.3 of this clause applies, the Lexipol and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

23.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;



23.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

23.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

23.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

23.16.2 **Exceptions.**

23.16.2.1 This clause does not prohibit Lexipol from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

23.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

23.16.3 **Reporting requirement.**

23.16.3.1 In the event Lexipol identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 21.16.3.2 of this clause to the recipient or sub recipient, unless elsewhere in this contract are established procedures for reporting the information.



23.16.3.2 Lexipol shall report the following information pursuant to paragraph 21.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 21.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Lexipol shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

23.17 **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, Lexipol should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23.18 **Affirmative Socioeconomic Steps.** If subcontracts are to be let, Lexipol is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

23.19 **License and Delivery of Works Subject to Copyright and Data Rights.** All materials, deliverables, and works (in any form) delivered by Lexipol, including but not limited to all object and source code, all information created, developed, or reduced to practice, and all written, image-based, or video-based content underlying Lexipol's services (collectively, "Lexipol IP") that is not specifically provided by Agency is the proprietary intellectual property of Lexipol and/or its suppliers or licensors, protected to the maximum extent permitted by trademark, copyright, and patent laws. Agency is granted a nonexclusive limited right to access Lexipol IP during the term of this Agreement. If the Agreement is terminated or expires for any reason, Agency shall lose access to all Lexipol IP and shall discontinue all use of the same for any purpose.



City of Pembroke Pines

Nothing in this Addendum or the Agreement shall be construed as conferring any right of ownership of Lexipol IP to Agency, whether by estoppel, implication or otherwise.

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

Agency:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

By: _____
CHARLES F. DODGE, CITY MANAGER

Name: _____

OFFICE OF THE CITY ATTORNEY

Lexipol:

LEXIPOL LLC

Signed By: _____
Name: Jan Roos

Title: Vice President & General Counsel