

**Addendum to Small Enterprise Agreement  
County and Municipality Government (E214-3)  
No. 00346012.0**

This Addendum is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **City of Delray Beach**, a Florida municipality, hereinafter referred to as the “City”, and **Environmental Systems Research Institute, Inc.**, hereinafter referred to as “Contractor” or “Esri”, concerning that Small Enterprise Agreement County and Municipality Government (E214-3) No. 00346012.0 (“Agreement” or “Contract” as text requires).

**WITNESSETH:**

**WHEREAS**, Section 119.0701, Florida Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning the Contractor’s compliance for Florida’s Public Records Act; and

**WHEREAS**, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

**WHEREAS**, Section 448.095, Florida Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, Sections 287.133, 287.135 and 287.138, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

**NOW, THEREFORE**, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

**1. Amendment.** This Addendum hereby amends and supplements the terms of the Agreement.

**2. Public Records. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK’S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

(a) Contractor shall comply with public records laws, specifically to:

- (i) Keep and maintain public records required by the public agency to perform the service.
- (ii) Upon request from the public agency's custodian of public records, provide the public 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 this chapter or as otherwise provided by law.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, subject to applicable law and ethical rules, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**3. Prompt Payment Act.** Notwithstanding any other provision in the Agreement, undisputed invoices will be paid in accordance with the Florida Prompt Payment Act (F.S.218.73), within 45 days of the City's receipt of a properly documented invoice. This supersedes any other provisions in the Agreement.

**4. E-Verify.** By entering into this Agreement, the Contractor is obligated to comply with the E-Verify requirements of Section 448.095, Florida Statutes to the extent applicable. Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.

**5. Prohibition Against Contingency Fees.** Contractor confirms that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure its Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of its Agreement.

**6. Equal Opportunity Employer.** The City is an Equal Opportunity Employer (EOE), and such encourages all Contractors to voluntarily comply with EOE regulations with respect to race, color, religion, national origin, sex, age, marital status, and handicap or veteran

status. Any subcontracts Contractor may enter into shall make reference to its clause and shall encourage the same degree of application. When applicable, Contractor shall comply with all State or Federal EOE regulations.

**7. Scrutinized Companies.** Contractor certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, except under an approved export license from the US federal government for humanitarian purposes. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, except under an approved export license from the US federal government for humanitarian purposes.

**8. Public Entities Crime or Convicted Vendor List.** The Contract has a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1) (a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List.

**9. Arbitration.** Any arbitration provisions contained in the Agreement are null and void and will not apply.

**10. Human Trafficking.** Contractor confirms that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

**11. Prohibited Telecommunications Equipment.** Contractor certifies that it does not and will not use any equipment, system, or services 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, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor certifies that Contractor must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract.

**12. Environmental and Social Government and Corporate Activism.** Contractor is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

**13. Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Contract, each party shall bear its own costs and attorney's fees.

**14. Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

**15. Compliance with Laws.** Contractor agrees to comply with all applicable laws.

**16. Assignment.** Except for a sale of all or substantially all of the assets of Esri, neither party will assign, sublicense, or transfer their rights or delegate their obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, the City and the Contractor executed this Addendum as of the day and year first above written and the signatories below to bind the parties set forth herein.

**Environmental Systems  
Research Institute, Inc. (Contractor)**

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney