

ON-DEMAND RIDESHARE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2023, by and between: VILLAGE OF WELLINGTON a Florida municipal corporation, hereinafter "WELLINGTON," and _____, a _____ company authorized to do business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants and payments hereinafter set forth, WELLINGTON and CONTRACTOR agree as follows:

ARTICLE 1 PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement and to generally express the objectives and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 WELLINGTON seeks to have an independent contractor provide on-demand transportation services to residents and visitors within WELLINGTON and as a result, on _____, 2023 issued RFP # 202340 On-Demand Rideshare Transportation Services.

1.3 On _____, 2023 CONTRACTOR was one (1) of _____ (____) firms to submit proposals for consideration of the requested services. WELLINGTON received a proposal from CONTRACTOR to provide a mobile application-based transportation and marketing service to WELLINGTON residents and visitors via CONTRACTOR's electric vehicles (the "Services").

1.4 On _____, the Evaluation Committee interviewed all firms and ranked CONTRACTOR highest.

1.5 At the _____ Council Meeting, WELLINGTON staff and CONTRACTOR made a presentation to the WELLINGTON Council and it was the consensus of the Council for staff to negotiate a twelve (12) month contract (trial period) with CONTRACTOR for future consideration.

1.6 CONTRACTOR has developed a service to provide free local transportation utilizing electric vehicles, and specifically _____.

1.7 WELLINGTON and CONTRACTOR desire to enter into an Agreement for a three year period for the provision of the Services as set forth herein. The trial period for CONTRACTOR's service will terminate twelve (12) months from the first date of when the on-demand transportation services become available to WELLINGTON's residents and visitors.

1.8 On _____, 2023, WELLINGTON'S Council adopted Resolution No. R2023-XXX, thereby accepting the proposal from CONTRACTOR and authorizing WELLINGTON's Mayor to execute this Agreement with CONTRACTOR for the proposed on-demand transportation services.

1.9 WELLINGTON's Mayor is authorized to execute an Agreement with CONTRACTOR for services related to the scope of work set forth in the Rates and Services Addendum attached hereto as EXHIBIT "A" and as more particularly described herein.

ARTICLE 2 SCOPE OF WORK

2.1 The CONTRACTOR shall furnish all of the materials, tools, supplies and labor necessary to perform all of the work described in the Rates and Services Addendum, a copy of which is attached hereto as EXHIBIT "A" and specifically made a part of this Agreement.

2.2 CONTRACTOR hereby represents to WELLINGTON, with full knowledge that WELLINGTON is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of the Services to be provided hereunder in accordance with applicable recognized professional standards.

2.4 None of the work or Services under this contract shall be subcontracted, unless CONTRACTOR obtains prior written consent from WELLINGTON. Approved subcontractors shall be subject to each provision of this contract and CONTRACTOR shall be responsible and shall indemnify WELLINGTON for all subcontractors' acts, errors or omissions.

2.5 CONTRACTOR shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements whether Federal, State, County or local and of any agency or such government, which relate to or in any manner affect the performance of this Agreement. This includes compliance with any existing or future drug policies, the Americans with Disabilities Act (ADA), Florida Department of Children and Family State Statutes, and any laws and regulations issued by Local, County, State or Federal agencies. CONTRACTOR shall be licensed and certified by all appropriate County, State and Local agencies. CONTRACTOR shall procure at its own expense, all necessary licenses and permits. CONTRACTOR shall conform to all applicable laws, regulations or ordinances of the State, County and WELLINGTON. CONTRACTOR shall furnish a copy of all licenses, certificates of competence or other licenser requirements necessary to provide its services as required by Florida State Statutes.

2.6 CONTRACTOR personnel performing Services pursuant to this Agreement must present a neat appearance, and must wear distinct clothing bearing the CONTRACTOR'S name for easy identification. All CONTRACTOR employees must wear a distinctive and neat uniform that is acceptable to WELLINGTON. Any color or color combination may be used for

the uniforms. The Department Director or designee may request the removal of any employee not properly uniformed.

2.7 The CONTRACTOR'S employee personnel shall undergo a Level 2 criminal background screening and a drug screening prior to providing Services pursuant to this Agreement. The background screening shall comply with WELLINGTON protocols and shall include both criminal and driving record components. The Background Check Process will be conducted by CONTRACTOR, at CONTRACTOR'S sole cost. The Personnel shall not be permitted to perform Services under this Agreement until such time as the Background Check Process has been completed and the Personnel cleared by WELLINGTON to perform duties under this Agreement. If any Personnel is away from the job for a period of 45 or more days, a new Background Check Process shall be performed. The CONTRACTOR must maintain satisfactory standards of employee competency, conduct, appearance and integrity, and must take such disciplinary action against its employees, as necessary, to the extent permitted by law. Each CONTRACTOR employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and WELLINGTON. Because the CONTRACTOR will be visible at all times to the public during the performance of its duties under this Agreement, the CONTRACTOR must ensure that its employees continue to adhere to these standards of conduct at all times, including while on breaks. CONTRACTOR'S employees must not sleep or lay down in public view at any time during the performance of duties. If any of CONTRACTOR'S employees are found sleeping or lying down in public view by WELLINGTON staff, or if such activity is reported by the public and verified by WELLINGTON, WELLINGTON may impose a performance penalty of \$250 per occurrence assessed to the CONTRACTOR.

2.8 The CONTRACTOR'S employees must not possess, distribute, consume, use or cause to be used, any controlled substance or alcohol during the performance of the Services under this Agreement. Any CONTRACTOR employee under the influence of alcohol or a controlled substance must not be permitted to perform any Services under this Agreement. Any CONTRACTOR or CONTRACTOR employee found to be in violation of this requirement will be permanently prohibited from performing any Services under this Agreement. Actions taken under this section will not relieve the CONTRACTOR from its obligation to provide sufficient personnel to perform adequate and timely Services as required in this Agreement.

2.9 The CONTRACTOR agrees that any complaints received by WELLINGTON concerning misconduct on the part of the CONTRACTOR, such as poor service, discourtesy to the public, damage to vehicles, etc., will be referred to the office of the WELLINGTON Parks and Recreation Department for appropriate action. The CONTRACTOR agrees to make any complaints concerning WELLINGTON available to the WELLINGTON Manager or his designee for action as required, and the decision of WELLINGTON shall be final and binding.

2.10 The Services shall be free of charge for users and absolutely no tipping shall be permitted.

2.11 CONTRACTOR shall use small electric vehicles that are neighborhood electric vehicles (NEV) and shall provide state of the art charging equipment.

2.12 CONTRACTOR's responsibilities are further set forth in Village of Wellington On-Demand Rideshare Transportation Services RFP # 202340, which is incorporated herein.

ARTICLE 3 PROJECT TIMETABLE

3.1 The CONTRACTOR shall commence work as directed by WELLINGTON and in accordance with a project implementation timeline to be provided to CONTRACTOR by WELLINGTON. CONTRACTOR shall complete all work in a timely manner in accordance with the project timeline.

3.2 Anything to the contrary notwithstanding, minor adjustments to the timetable for completion approved by WELLINGTON in advance, in writing, will not constitute a delay by CONTRACTOR.

ARTICLE 4 CONTRACT SUM

4.1 WELLINGTON hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for Services rendered in accordance with the Rates and Services Addendum attached hereto as EXHIBIT "A." Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's Rates and Services Addendum attached hereto and made a part hereof as EXHIBIT "A." A total contract price hereto is referred to as Contract Sum and shall not exceed _____ (\$_____).

4.2 WELLINGTON will make payments to CONTRACTOR for Services properly completed and rendered and in the amounts stated in EXHIBIT "A."

4.3 CONTRACTOR is prohibited from placing a lien on WELLINGTON's property. This prohibition applies to all subcontractors, suppliers and laborers.

ARTICLE 5 SERVICE BOUNDARY

5.1 CONTRACTOR shall provide its door to door on-demand transportation services to locations within the Village of Wellington service boundaries, as shown in EXHIBIT B, attached hereto (the "Service Boundaries").

5.2 All trips must begin and end within the Service Boundaries.

ARTICLE 6 CONTRACTOR'S INSURANCE

The CONTRACTOR shall purchase and maintain, in full force and effect for the life of the Agreement, at CONTRACTOR'S sole expense, the following insurance policies:

6.1 Automobile Liability—A business automobile policy which covers any vehicles used in connection with this Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the CONTRACTOR. Minimum limits for bodily/property damage liability shall be one million dollars (\$1,000,000.00) per occurrence and shall name Village of Wellington as an additional insured.

6.2 General Liability Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than Two Million Dollars (\$2,000,000). Shall include Primary and Non-Contributory endorsement and shall name the Village of Wellington as an additional insured.

6.3 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.

6.4 General. The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

Copies of all policies or certificates of such insurance shall be delivered to WELLINGTON, and said documentation shall provide for WELLINGTON to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

The CONTRACTOR shall also, upon request by WELLINGTON, provide copies of all official receipts and endorsements as verification of CONTRACTOR'S timely payment of each insurance policy premium as required by this Agreement.

CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 7 PROTECTION OF PROPERTY

At all times during the performance of this Agreement, the CONTRACTOR shall protect WELLINGTON's property and all properties served from all damage whatsoever on account of the Services being provided pursuant to this Agreement.

ARTICLE 8 CONTRACTOR'S INDEMNIFICATION

8.1 Indemnification. In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR hereby releases, indemnifies, and holds harmless WELLINGTON, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions losses, and expenses including, without limitation, claims by or on behalf of CONTRACTOR, its employees, officers, agents, and representatives, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to the Services or this Agreement, or CONTRACTOR's violation of any rule, law, code, ordinance, emergency order, or federal, state,

or local health guidelines with respect to the Services or this Agreement, whether caused by the negligence of the Indemnified Parties or otherwise.

8.2 Payment and Defense of Claims. The CONTRACTOR shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of WELLINGTON, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. For any matters in which CONTRACTOR is obligated to pay for WELLINGTON's legal defense hereunder, CONTRACTOR shall be permitted to retain counsel of its choosing for both CONTRACTOR and WELLINGTON, provided that such legal counsel is reasonably acceptable to WELLINGTON, which consent shall not be unreasonably withheld. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility of CONTRACTOR to indemnify, keep and save harmless and defend WELLINGTON and its officers, employees, agents or instrumentalities as herein provided.

8.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

8.4 Sovereign Immunity. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued by third parties, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes.

ARTICLE 9 INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not WELLINGTON'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. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and WELLINGTON and WELLINGTON will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10 STATE AND FEDERAL TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONTRACTOR be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of WELLINGTON. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

12.1 General. WELLINGTON or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in ARTICLE 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of WELLINGTON and must be contained in a written amendment, mutually executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. It is recognized that if WELLINGTON decides to add additional vehicle(s), which would operate during the same service days and times under the initial scope, to those initially provided, that the monthly cost shall be increased proportionally as computed by WELLINGTON's Finance Director, and mutually agreed upon by both parties. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

12.2 No Compensation for Unauthorized Work. In no event will the CONTRACTOR be compensated for any additional work that has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 13 TERM AND TERMINATION

13.1 Term. The initial Agreement shall be three (3) years, and shall take effect as set forth in the Rate and Services Addendum, set forth in EXHIBIT "A" hereto. WELLINGTON and CONTRACTOR may by mutual agreement, agree to extend the Agreement for five (5) additional (1) one-year periods, at the same or substantially similar terms, conditions and specifications.

13.2 Continuation of Services During Transition. In the event Services are scheduled to end either by contract expiration or by termination by WELLINGTON (at WELLINGTON'S discretion), it shall be incumbent upon the CONTRACTOR to continue the Services, if requested by WELLINGTON, until new Services can be completely operational, provided that WELLINGTON compensates CONTRACTOR for such continued Services at the same monthly rate as provided hereunder. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the existing Agreement.

13.3 Termination for Convenience. Either WELLINGTON or CONTRACTOR may terminate this Agreement at any time and for any reason upon giving thirty (30) days' notice

to the other party. If this Agreement should be terminated for convenience as provided herein, WELLINGTON will be relieved of all obligations under this Agreement. WELLINGTON will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this Agreement, except those provisions that the parties agreed will survive termination.

13.4 Termination for Cause. This Agreement may also be terminated by WELLINGTON upon such notice as the WELLINGTON Manager, or designee deems appropriate under the circumstances in the event the WELLINGTON Manager or designee determines that termination is necessary to protect the public health, safety or welfare.

13.5 Termination for Default. In case of default by the CONTRACTOR, WELLINGTON may cancel the Agreement, procure the services from other sources and hold the CONTRACTOR responsible for any excess costs occasioned or incurred thereby.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or

recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

ARTICLE 17 WAIVER

A waiver by either WELLINGTON or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 19 ENTIRETY OF AGREEMENT

WELLINGTON and CONTRACTOR 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. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONTRACTOR pertaining to the Services, whether written or oral. 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.

ARTICLE 20 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 21 SUCCESSORS AND ASSIGNS

WELLINGTON and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 22 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 23 ACCESS AND AUDITS

CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at CONTRACTOR'S place of business.

ARTICLE 24 NOTICE

Whenever any notice is required or permitted hereunder, such notice must be given in writing and delivered in person or sent by certified mail, postage prepaid as follows:

If to Wellington:

Village Manager
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

With a copy to:

Village Attorney
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

If to Contractor:

With a copy to:

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of WELLINGTON'S Parks and Recreation Director, or designee, who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONTRACTOR shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 27 CONFLICT OF INTEREST

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The CONTRACTOR's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT "C"** and incorporated herein by this reference. During the term of this Agreement and any renewals or extensions thereof, the CONTRACTOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 28 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR understands that any contract that results from this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 29 PUBLIC ENTITY CRIMES

No CONTRACTOR may be a person or affiliate identified on the Department of General Services "Convicted Vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from the public contracting and purchasing process because they have been found guilty of a public entity crime. The CONTRACTOR shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 30 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors, and CONTRACTORS who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, CONTRACTOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and CONTRACTORS who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 31 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 32 E-VERIFY

Compliance with FS 448.095 - Wellington requires all CONTRACTORS, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

ARTICLE 33 TIME

Time is of the essence in all respects under this Agreement.

ARTICLE 34 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 35 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of WELLINGTON, which shall not be unreasonably withheld. For purposes of this Agreement, any change of majority ownership of CONTRACTOR shall constitute an assignment which requires WELLINGTON approval. In the event that the majority ownership or control of the CONTRACTOR changes hands, CONTRACTOR shall promptly notify WELLINGTON in writing pursuant to the Notice Section herein of such change in ownership or control at least 30 days prior to such change, and WELLINGTON shall have the right to terminate this Agreement upon 30 days written notice, at WELLINGTON'S sole discretion. However, this Agreement shall run to WELLINGTON and its successors and assigns.

ARTICLE 36 PUBLIC RECORDS

CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to WELLINGTON.

Upon request from WELLINGTON custodian of public records, CONTRACTOR shall provide WELLINGTON with a copy of the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created exclusively in connection with this Agreement are and shall remain the property of WELLINGTON.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to WELLINGTON MANAGER, at no cost to WELLINGTON, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to WELLINGTON in a format that is compatible with WELLINGTON'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.

CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by WELLINGTON.

Section 119.0701(2)(a), Florida Statutes

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

ARTICLE 37 NO CONTINGENT FEES

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, WELLINGTON shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 38 BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that they have full legal power to execute this Agreement on behalf of the party for whom they are signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 39 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

ARTICLE 40 HEADINGS

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

ARTICLE 41 ATTORNEY'S FEES

In the event of a dispute or litigation brought to enforce the terms this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

ARTICLE 42 DISPUTES

If any dispute concerning a question of fact arises under this Agreement, other than termination for default or convenience, the CONTRACTOR and WELLINGTON's Administration shall make a good faith effort to resolve the dispute.

ARTICLE 43 WAIVER OF JURY TRIAL

AS A MATERIAL INDUCEMENT FOR WELLINGTON TO ENTER INTO THIS AGREEMENT, WELLINGTON AND CONTRACTOR HEREBY KNOWINGLY VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

APPROVED AS TO FORM AND IN WITNESS WHEREOF, WELLINGTON and CONTRACTOR have executed this Agreement as of the day and year first above written.

ATTEST

VILLAGE OF WELLINGTON

By: _____
Chevelle Addie, Village Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

CONTRACTOR: _____

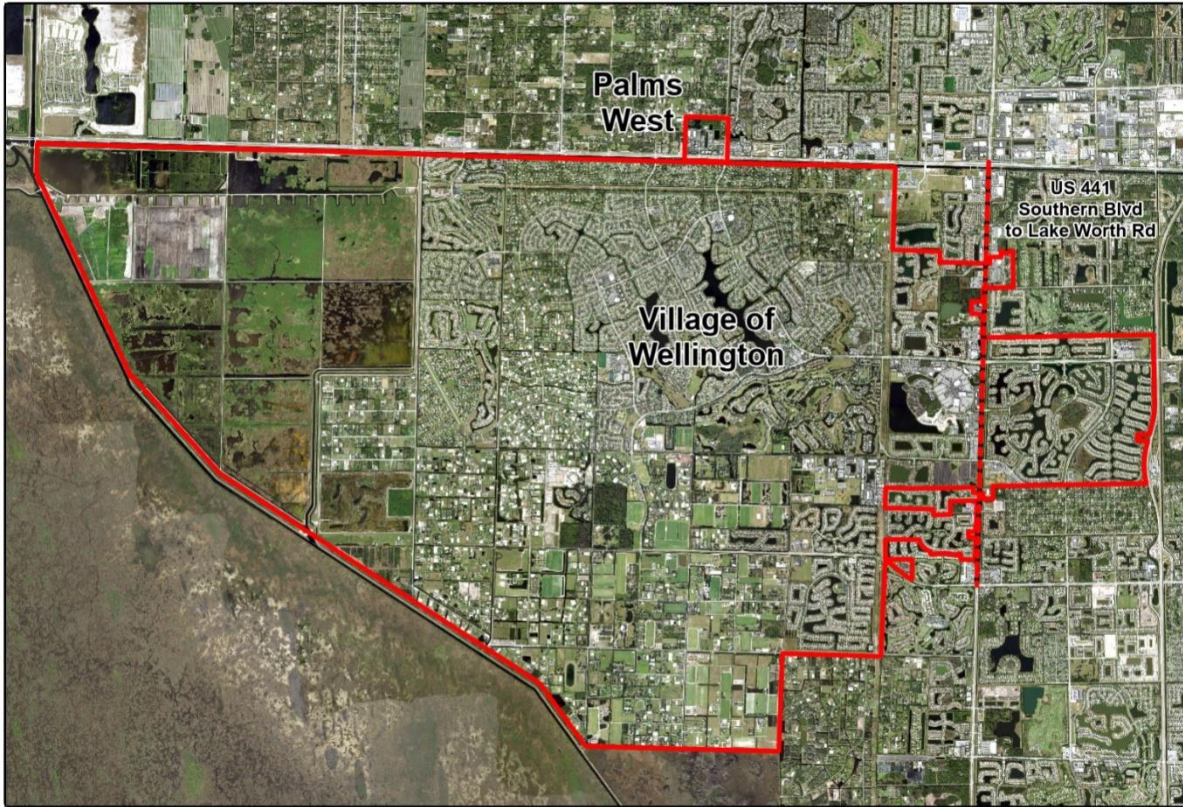
By: _____
Laurie Cohen, Village Attorney

By: _____
Printed Name/Title: _____

**EXHIBIT A
RATES AND SERVICES SCHEDULE**

SAMPLE

EXHIBIT "B"
DESIGNATED SERVICE AREA MAP
(Subject to Revision as Necessary)



Wellington Planning GIS • 12300 Forest Hill Blvd • Wellington, FL 33414 • 561.791.4000 • www.wellingtonfl.gov

000000 SCALE	INSET NO.	DATE
	1	10/10/2023
1	DRAWN	Zahra Conyers
	CHECKED	Not To Scale
	REVISIONS	Nicole Colette
	FILENAME	Proj00001



Exhibit A - Service Area



ST

EXHIBIT C
CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the CONTRACTOR shall disclose to WELLINGTON any possible conflicts of interests. The CONTRACTOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

NO CONFLICT:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

POTENTIAL CONFLICT:

[] The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE