



AGREEMENT FOR

CONSULTING SERVICES

Between

WELLINGTON

And

FLIPSIDE GEOGRAPHICS, LLC DBA FLIPSIDEGEO

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made this ____ day of _____, 2021 by and between the VILLAGE OF WELLINGTON (hereinafter referred to as WELLINGTON), Florida and Flipside Geographics, LLC DBA Flipsidegeo(hereinafter referred to as CONSULTANT), located in Wellington, Florida.

WHEREAS, it is necessary for WELLINGTON to obtain the services from CONSULTANT to provide GIS Support, Development, and Integration.

WHEREAS, CONSULTANT represents it is capable and prepared to provide such services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The effective date of this Agreement shall be October 1, 2021.

The term of this Agreement shall be for a period beginning on the effective date of the Agreement, subject to appropriation of funding, except that it may be terminated as provided herein. The Agreement shall remain effective through September 30, 2022.

ARTICLE 2 SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the proposal attached hereto as **EXHIBIT "A"** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the 'Services'). In the event of a conflict between the terms of **EXHIBIT "A"** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

3.1 GENERAL

As compensation for providing the Services, WELLINGTON shall pay CONSULTANT's fees based on the amount stipulated in the proposal attached as **EXHIBIT "A."** The services shall not exceed sixty thousand dollars (\$60,000.00) CONSULTANT represents and warrants that it shall notify WELLINGTON in writing prior to doing any further work pursuant to this Agreement if it will exceed the contract amount provided for herein.

3.2 DELAY

The CONSULTANT shall not be entitled to an increase in the agreed to sum or payment from WELLINGTON for any direct, indirect, consequential, impact or other costs, expenses or damages arising because of delay from any circumstances.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

4.1 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 one million dollars (\$1,000,000).

4.2 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars (\$100,000) for each accident, not less than One Hundred Thousand Dollars (\$100,000) for each disease, and not less than Five Hundred Thousand Dollars (\$500,000) aggregate.

4.3 Professional Liability Insurance with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) annual aggregate.

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.

CONSULTANT shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON. CONSULTANT shall include WELLINGTON as an additional insured on the General Liability Insurance policy required by the Agreement.

CONSULTANT 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 5 STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and CONSULTANT shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. CONSULTANT warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT 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 CONSULTANT, 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 CONSULTANT'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. CONSULTANT acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes. The provisions of this paragraph are in addition to, and supplemented by, the Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19 attached as **Exhibit "B"** and incorporated herein by this reference.

6.3 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.

ARTICLE 7 INDEPENDENT CONTRACTOR

CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. WELLINGTON shall have no right to supervise the methods used, but WELLINGTON shall have the right to observe such performance. CONSULTANT shall work closely with WELLINGTON in performing Services under this Agreement.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 SUBCONSULTING

WELLINGTON reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant. If a subconsultant fails to perform or make progress as required by this Agreement and it is necessary to replace the subconsultant to complete the work in a timely fashion, CONSULTANT shall promptly do so, subject to acceptance of the new sub consultant by WELLINGTON.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to CONSULTANT. CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall CONSULTANT 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 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by CONSULTANT, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

This Agreement may be terminated by CONSULTANT upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of the Agreement through no fault of CONSULTANT. It may also be terminated by WELLINGTON, with or without cause, upon thirty (30) days' written notice to CONSULTANT. Unless CONSULTANT is in breach of this Agreement, CONSULTANT shall be paid for Services rendered to WELLINGTON's satisfaction through the date of termination. After receipt of a Termination Notice, and except as otherwise directed by WELLINGTON, CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

CONSULTANT shall be paid for Services actually rendered to the date of termination.

ARTICLE 14 UNCONTROLLABLE FORCES

Neither WELLINGTON nor CONSULTANT 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

CONSULTANT 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. CONSULTANT 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, CONSULTANT 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.

CONSULTANT'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 CONSULTANT 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 CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and CONSULTANT 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 CONSULTANT 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. CONSULTANT 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

CONSULTANT 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 CONSULTANT'S place of business.

ARTICLE 24 NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To WELLINGTON

Village of Wellington
12300 Forest Hill Blvd
Wellington, Florida 33414

As To CONSULTANT

Flipsidegeo
146 Skyline Blvd.
Satellite Beach, FL 32937

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on Fridays,

weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and WELLINGTON.

ARTICLE 25 CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of Nicole McPherson, GIS Manager, who shall act as WELLINGTON's representatives during the term of the Agreement.

ARTICLE 26 KEY PERSONNEL

CONSULTANT 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 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by CONSULTANT under this Agreement shall be made available to any individual or organization by CONSULTANT without prior written approval of WELLINGTON.

ARTICLE 28 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 CONSULTANT'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 CONSULTANT shall continue to disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 29 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT 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 CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 30 PUBLIC ENTITY CRIMES

No consultant 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 CONSULTANT shall comply with section 287.133, Florida Statutes, as is amended from time to time.

ARTICLE 31 TIME

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

ARTICLE 32 PREPARATION OF AGREEMENT

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

ARTICLE 33 PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 34 SCRUTINIZED COMPANIES

Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, CONSULTANT certifies that it, its affiliates, suppliers, subcontractors, and consultants 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, CONSULTANT further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants 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 CONSULTANT 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 35 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 36 E-VERIFY

Compliance with FS 448.095 - Wellington requires all consultants, 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.

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

VILLAGE OF WELLINGTON

By: _____

**Consultant: FLIPSIDE GEOGRAPHICS, LLC dba
FLIPSIDE GEO**

By: _____



Kevin Mayo, Manager

EXHIBIT A
[Attach Proposal]

Statement of Work

Date	7/6/2021
Client	Village of Wellington, FL
Job Name	GIS Consulting Services
Requested by	William Silliman, CIO – Village of Wellington, FL
From	Kevin Mayo, Owner – FlipsideGeo

Summary

The following scope of work highlights the GIS Consulting and GIS Programming Services that will be provided to the Village of Wellington, Florida during Fiscal Year 2021-2022.

Project Scope

1. Includes the following defined GIS Consulting services:
 - Custom GIS reporting and automation services
 - Custom GIS programming, scripting and data integration services supporting ERP implementation
 - GIS technical support services for cloud-based GIS projects and applications
 - Migration of ArcGIS Online content to Portal for ArcGIS
 - GIS application development services supporting Portal for ArcGIS
 - Design and build ArcGIS Server map services supporting Portal for ArcGIS applications
 - GIS technical support services for ArcGIS Enterprise components
 - Including ArcGIS Server, Portal for ArcGIS, ArcGIS Data Store and ArcGIS Monitor
 - GIS technical support for Survey 123 applications
 - GIS technical support for Collector for ArcGIS and ArcGIS Field Maps mobile applications
 - GIS database design, scripting and optimization services
 - Including scripting and workflow supporting services for a versioned, multi-user geodatabase
 - Including scripting to automate general database maintenance tasks
 - Including the design and build out of networked GIS datasets as required

Pricing Structure and Invoice Schedule

The current pricing structure is considered “time and materials” at a flat rate of \$125 per hour. Invoices will be delivered to the Village of Wellington on a monthly basis.

Description	Estimated Hours	Hourly Rate	Unit Cost
1. GIS Consulting Services	480	\$125	\$60,000
Totals:	480		\$60,000

Key Assumptions

This agreement is based on the following assumptions.

- All work is performed on the listed projects
- All work is performed on an hourly, "Time and Materials" basis
- All work is coordinated through the Chief Information Officer
- Invoicing is on a monthly basis with Net 30-day terms

Acceptance

The client named below verifies that the terms of this Statement of Work is acceptable. The parties Hereto are each acting with proper authority by their respective companies.


Village of Wellington, FL	FlipsideGeo (DBA)
Company name	Company name
	Kevin Mayo
Full name	Full name
	Owner
Title	Title
	
Signature	Signature
	7/6/2021
Date	Date

Exhibit B

Release, Indemnification, and Hold Harmless Agreement Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the State of Florida remains under a Public Health Emergency declared by the Governor. COVID-19 is a new virus, highly contagious, and despite reasonable precautions, may be transmitted. COVID-19 is believed to spread mainly from person-to-person through respiratory droplets produced when an infected person coughs or sneezes. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

CONSULTANT is aware of the contagious nature of COVID-19 and has voluntarily chosen to provide the Services contemplated by the Agreement for Consulting Services. CONSULTANT knowingly acknowledges that by providing the Services, it is exposing itself, its officers, agents, employees, representatives and those with whom they come into contact, to the risk of becoming infected with COVID-19, or Multisystem Inflammatory Syndrome (MIS-C), which may result in serious personal injury, illness, permanent disability and death. CONSULTANT understands that the risk of becoming infected with COVID-19 or MIS-C may result from the actions, negligence, and failures to act of CONSULTANT and others, including but not limited to the Village of Wellington and others with whom CONSULTANT comes into contact in providing the Services.

In consideration for being permitted to provide the Services during the current state of emergency relating to COVID-19 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT 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 for personal injury, death, medical bills or any other type of injury or damage, and attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to itself, its officers, agents, employees, or representatives contracting, spreading, or becoming ill from COVID-19 or MIS-C as a result of providing the Services, or its violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guideline with respect to providing the Services whether caused in whole or in part by the negligence of the Indemnified Parties or otherwise.

CONSULTANT acknowledges, understands, and agrees that all provisions of this Release shall be binding upon it, as well as its successors, assigns, and legal representatives. CONSULTANT's agreement to indemnify and hold harmless the Indemnified Parties includes attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought or any appeal is taken therefrom. CONSULTANT acknowledges and agrees that neither Wellington nor any of the other parties indemnified or held harmless herein shall ever be deemed an insurer against any loss, damage, injury or death occurring in or with respect to providing the Services under the Consulting Services Agreement. CONSULTANT expressly agrees that the foregoing Release is intended to be as broad and inclusive as permitted by law.

**CONSULTANT: Flipside Geographics, LLC dba
Flipsidegeo**

By: KEVIN MAYO


Kevin Mayo, Manager

owner
Title (if CONSULTANT is a corporate entity)

8/2/2021
Date

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 CONSULTANT shall disclose to WELLINGTON any possible conflicts of interests. The CONSULTANT'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.

Flipside Geographics, LLC dba Flipsidegeo
COMPANY NAME


AUTHORIZED SIGNATURE

KEVIN MAYO
NAME (PRINT OR TYPE)

Manager
TITLE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
FLIPSIDE GEOGRAPHICS, LLC

Filing Information

Document Number	L07000033694
FEI/EIN Number	20-8766688
Date Filed	03/29/2007
State	FL
Status	ACTIVE

Principal Address

146 Skyline Blvd
Satellite Beach, FL 32937

Changed: 03/06/2018

Mailing Address

146 Skyline Blvd
Satellite Beach, FL 32937

Changed: 03/06/2018

Registered Agent Name & Address

Mayo, Kevin
146 Skyline Blvd
Satellite Beach, FL 32937

Name Changed: 03/06/2018

Address Changed: 03/06/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

Mayo, Kevin
146 Skyline Blvd
Satellite Beach, FL 32937

Annual Reports

Report Year	Filed Date
2019	04/23/2019

2020 02/06/2020
2021 01/29/2021

Document Images

01/29/2021 -- ANNUAL REPORT	View image in PDF format
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04/10/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

Florida Department of State

DIVISION OF CORPORATIONS

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Fictitious Name Detail

Fictitious Name

FLIPSIDEGEO

Filing Information

Registration Number G08113900089**Status** ACTIVE**Filed Date** 04/22/2008**Expiration Date** 12/31/2023**Current Owners** 1**County** BREVARD**Total Pages** 6**Events Filed** 5**FEI/EIN Number** 20-8766688

Mailing Address

146 SKYLINE BLVD
SATELLITE BEACH, FL 32937

Owner Information

FLIPSIDE GEOGRAPHICS, LLC
146 SKYLINE BLVD
SATELLITE BEACH, FL 32937
FEI/EIN Number: 20-8766688
Document Number: L07000033694

Document Images

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[01/18/2017 -- CHANGE NAME/ADDRESS](#)

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To:
Division of Corporations
Fax Number : (350)205-0383

From:
Account Name : FLORIDA INCORPORATORS, INC.
Account Number : 075350000473
Phone : (813)632-7882
Fax Number : (305)402-3241

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FLORIDA/FOREIGN LIMITED LIABILITY CO.

Flipside Geographics, LLC

Certificate of Status	0
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Estimated Charge	\$155.00

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ARTICLES OF ORGANIZATION FOR
Flipside Geographics, LLC
A FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Flipside Geographics, LLC

ARTICLE II - Mailing and Street Address:

The mailing and street address of the Limited Liability Company is:

Flipside Geographics, LLC
3057 30TH CT
Jupiter, FL 33477

ARTICLE III - Duration:

The period of duration for the Limited Liability Company shall be:

30 years

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FLORIDA INCORPORATORS, INC.
8875 Hidden River Pkwy, Ste 300 1
Tampa, FL 33637
(813) 632-7882

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ARTICLE IV - Management:

The Limited Liability Company is to be managed by its members who shall be empowered to act on behalf of the Limited Liability Company, and the name and address of the Managing Member is:

Kevin Mayo	Managing Member
3057 30TH CT	
Jupiter, FL 33477	

ARTICLE V - Admission of Additional Members:

The right, if given, of the remaining members to admit additional members and the terms and conditions of the admissions shall be:

The remaining members may admit additional members upon the majority vote of the remaining members consenting to the admission of the additional member.

ARTICLE VI - Members Rights to Continue Business:

The right of the remaining members of the limited liability company to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company shall be:

The remaining members have the right to continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited

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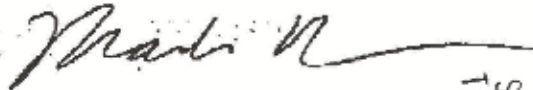
liability company upon the majority vote of the remaining members.

ARTICLE VII - Registered Agent:

The initial registered agent and registered office of the limited liability company shall be:

Florida Incorporators, Inc.
8875 Hidden River Pkwy Ste. 300
Tampa, FL 33637

DATED: March 29, 2007

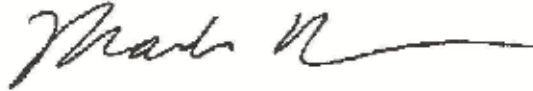


MARK HANKINS

ACCEPTANCE OF REGISTERED AGENT

I hereby declare I am familiar with and accept the duties and responsibilities as registered agent of limited liability company.

FLORIDA INCORPORATORS, INC.



By: _____
MARK HANKINS, President

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