

Required Government Purchase Order Terms and Conditions

Town: As used in the Contract, “Town” shall mean the Town of Davie, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Non-Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of the Town is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the Town due to non-appropriation shall be without a termination charge by Contractor.

Subcontractors. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of the Town.

Indemnification. The Contractor shall indemnify, defend and hold harmless the Town, its boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers and the State of Florida from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentional acts or omissions of the Contractor or its Subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor’s obligations or services under this Contract, including but not limited to failure to comply with Chapter 119, Florida public records law.

Sovereign Immunity. The Town expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, as amended. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Ownership. All deliverables, analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Contractor’s Work or Services or that have been created during the course of the Contractor’s performance under this Contract shall become property of the Town and/or “works made for hire” as defined under the 1976 Copyright Act (Title 17 of the United States Code), as amended.

Insurance: The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following:

- 1) General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person per occurrence for bodily injury and property damage, listing the Town of Davie as an additional insured.
- 2) Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person per occurrence, listing the Town of Davie as an additional insured.
- 3) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from Worker’s Compensation, the Contractor and each employee hold the Town harmless from any injury incurred during performance of the Contract.

Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the Town is required to provide Contractor with this statement and establish the following requirements as Contractual obligations pursuant to the Contract:

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 AT (954) 797 1000, [Evelyn Roig@davie-fl.gov](mailto:Evelyn_Roig@davie-fl.gov), by mail, Attn: Public Records Custodian, 6591 Orange Drive, Davie, FL 33314.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a Contract for services with the Town

is required to:

Keep and maintain public records required by the Town to perform the services and work provided pursuant to this Contract.

Upon request from the Town's custodian of public records, provide the Town 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.

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 Town.

Upon completion of the Contract, transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

Requests to inspect or copy public records relating to the Town's Contract for services must be made directly to the Town. If Contractor receives any such request, Contractor shall instruct the requestor to contact the Town. If the Town does not possess the records requested, the Town shall immediately notify the Contractor of such request, and the Contractor must provide the records to the Town or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the Town within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Town.

Applicable Law, Venue and Waiver of Jury Trial. This Contract shall be construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall be exclusively in the state courts of the 17th Judicial Circuit in and for Broward County, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Southern District of Florida. By entering into this Contract, the Contractor and Town hereby expressly waive any rights to a trial by jury of any civil litigation related to this Contract, and each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

Scrutinized Companies. Pursuant to Sections 287.135 and 215.473, Florida Statutes, the Contractor certifies by signing below that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor also certifies that it is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not Contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Breach of this section constitutes a material breach of this Contract.

No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Town of Davie Code of Ordinances and does not owe the Town any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the Town shall have the right to terminate this Contract as set forth herein.

Compliance with Applicable Laws. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, Broward County or Town of Davie when legally required and maintain same in full force and effect during the term of this Contract.

Nondiscrimination and Americans with Disabilities Act. Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by Town, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender or gender identity, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes (as amended), persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Town's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date.

Priority. The Contractor and Town agree that in the event of conflict between this Addendum and the underlying Contract and any exhibits thereto referenced above, the terms and conditions of this Addendum shall govern and control.

E-Verify. The Contractor certifies he/she utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed by Contractor, or subcontractors, in relation to the Contractors performance of duties under the Scope of Services in relation to this Agreement.