

**Contract Between  
Clerk & Comptroller, Palm Beach County  
and  
“Insert”**

This Contract for “Insert” services is made and entered into by and between the Clerk & Comptroller, Palm Beach County, (“Clerk”) and “Insert”, (“Insert ”) authorized to do business in the State of Florida, whose Employer I.D. number is “Insert”.

WHEREAS, Clerk desires to enter into an agreement with “Insert” to provide services as specialized “Insert” services, said services more specifically set forth herein; and

WHEREAS, “Insert” is desirous of performing said services;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained, the parties agree as follows:

**ARTICLE 1: SCOPE OF WORK / MEASURABLE DELIVERABLES**

“Insert”’s responsibility under this Contract is to provide “Insert” services to Clerk relating to “Insert” at an hourly rate of \$ “Insert” per hour with a total not to exceed amount of \$ “Insert” or to provide services to Clerk at a flat fee of \$ “Insert” which shall include all services as described in the attached Exhibit “A” to this agreement. Said Exhibit “A” is attached hereto and incorporated herein by reference. Specific services “Insert” to provide include/or are limited to “Insert” (Describe services). (“Insert” will not be paid for expenses or costs unless said proposed expenses or costs are detailed in the agreement and comply with Section 112 Florida Statutes and the Palm Beach County Code of Ordinances.)

“Insert” shall provide monthly status reports to Clerk. Clerk reserves the right to cancel any project or service at any time upon email notice to “Insert”.

In performing the services required under this Contract, “Insert” shall take all steps necessary to comply with all proprietary, confidentiality, and other provisions of this Contract.

**ARTICLE 2: SCHEDULE**

“Insert” shall commence services on the date the Contract is executed, and complete all services at the close of the business day on “Insert” unless it is earlier terminated in accordance with Article 7 or unless extended as set forth herein.

If the Clerk and “Insert” mutually desire to contract for additional services beyond the completion date of this Contract, the parties can extend this Contract for a period of one year or until terminated by either party, whichever comes first. In order to extend the terms of this

Contract, a letter agreement to extend shall be signed by both parties within thirty (30) days of the termination date of this Contract.

### **ARTICLE 3: PAYMENTS TO "INSERT"**

- A. "Insert" will invoice the Clerk for services rendered under this Contract with such invoices to be provided monthly and payment due forty-five (45) days from invoice date in accordance to Florida's prompt payment act.
- B. Services will be billed :
  - a. At an agreed hourly charge of "Insert" Dollars ("Insert") per hour with the maximum that can be billed under this agreement of "\$"Insert" Dollars("\$"Insert" )
  - b. "Insert" will notify the Clerk in the event the monthly billing in any one month has reached the sum of "Insert" Dollars ("Insert") and no further work will be performed without approval. Approval must be in written form.
  - c. A monthly report shall be provided to the Clerk either verbally or through written means describing each billed hour of service including date of service, brief description of service, parties involved (I.E. meeting or drafting recommendations with XX present, etc.) and hours billed.
- C. Adequate records to justify all charges, expenses, and costs incurred in performing the work must be attached to all invoices. The invoices must be reviewed and approved by the Clerk. Invoices will normally be paid within forty-five (45) calendar days following the Clerk's approval.
- D. All invoices to the Clerk must be transmitted electronically to:  
[CCRPAYABLES@mypalmbeachclerk.com](mailto:CCRPAYABLES@mypalmbeachclerk.com)

If electronic transmission is not available, invoices must be mailed directly to:

Clerk & Comptroller, Palm Beach County  
Accounts Payable Group, Accounting Department  
P.O. Box 229  
West Palm Beach, FL 33402-0229

### **ARTICLE 4: FEDERAL AND STATE TAX**

The Clerk is exempt from payment of Florida State Sales and Use Taxes. "Insert" shall not be exempted from paying sales tax to its suppliers for any materials used to fulfill contractual obligations with the Clerk, nor is "Insert" authorized to use the Clerk's Tax Exemption Number in securing materials. "Insert" shall be responsible for payment of its own withholding and other employment taxes with respect to this Contract.

## **ARTICLE 5: AUTHORITY TO PRACTICE**

“Insert” hereby represents and warrants that it has and will continue to maintain all licenses, permits and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner. “Insert” represents and warrants that it is a Florida corporation in good standing or a foreign corporation authorized to conduct business in Florida and will maintain such corporate status during the term of this Contract. Proof of such licenses, permits and approvals shall be submitted to the Clerk upon request.

## **ARTICLE 6: PERSONNEL**

“Insert” represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the Clerk.

“Insert” represents that all personnel employed by it shall be lawfully able to work in the United States and that it has fulfilled the requirements of all applicable Federal laws and rules including but not limited to having completed form I-9 and/or the use of E Verify on all employees.

All of the services required hereunder shall be performed by “Insert” Name of Key Person” or under his/her supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. “Insert” name or names of Key Person” shall be termed Key Personnel for purposes of this agreement.

Any changes or substitutions in “Insert”’s Key Personnel must be made known to the Clerk and written approval must be granted by the Clerk before said change or substitution can become effective. Changes without the approval of Clerk may result in immediate termination of the agreement and payment for successfully completed work product that is accepted by Clerk as of date of termination and which can be readily transferred to another vendor to complete the project, will be compensated as set forth in Article 7. However non-completed or non-accepted work product and work product that cannot be readily transferred to another vendor, will not be compensated in the event of a change in Key Personnel that is not approved by Clerk. Approval of replacement personnel is solely at Clerk’s discretion.

“Insert” will not discriminate against any applicant for employment because of race, religion, creed, color, age, sex, marital status, sexual orientation, gender identity or expression, genetic information, pregnancy, political ideology, ancestry, national origin, the presence of any sensory, mental or physical disability, veteran status, military status, or any other legally protected status.

“Insert” shall not engage on a full or part time basis or any other basis during the period of this Contract, any professional or technical personnel who are or have been at any time during the

period of this Contract in the employ of the Clerk without written consent of the Clerk.

All of "Insert"'s personnel (and all subcontractors) while on County premises will comply with the entire County's requirements governing conduct, safety and security. "Insert" furthermore acknowledges reviewing and understanding same as those requirements relate to the contracted services herein.

#### **ARTICLE 7: TERMINATION**

This Contract is effective "Insert" and ends at midnight on "Insert", unless earlier terminated or unless extended as set forth herein. This Contract may be terminated by either party without cause by giving thirty (30) days' prior written notice to the other party or may be cancelled immediately in the event Key Personnel are no longer available for the project or for cause. "Insert" shall be paid for services rendered to the Clerk's satisfaction in accordance with this Contract through the date the Contract is terminated, except as set forth in Article 6 above.

This Contract may be terminated by either party in the event the other fails to perform their obligations under this Contract, and after notice such failure has not been corrected to the reasonable satisfaction of the other in a timely manner. The Clerk shall not be liable to "Insert" for any amounts, expenses or charges incurred after the date of termination, regardless of when such termination occurs and regardless of whether such termination was "without cause."

After receipt of a termination notice and except as otherwise directed by the Clerk, "Insert" shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the Clerk. Return all confidential data, materials, information and work products to Clerk.
- D. Continue and complete all parts of the work, if any, that have not been terminated by the Clerk.
- E. Timely submit the Final Invoice for payment.

## **ARTICLE 8: EXCUSABLE DELAYS**

“Insert” and Clerk shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of “Insert” or Clerk or any of their subcontractors and without their fault or negligence. Such causes include, but are not limited to acts of God, force majeure, national or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

## **ARTICLE 9: ASSIGNING OF WORK**

This Contract is not assignable.

## **ARTICLE 10: INDEPENDENT CONTRACTOR RELATIONSHIP**

“Insert” is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor and shall not be deemed an employee, agent, servant or legal representative of the Clerk. In all respects “Insert”’s relationship to the Clerk shall be that of an Independent Contractor. “Insert” shall not have the power or authority to bind the Clerk in any promise, agreement or representation.

In connection with all amounts paid to “Insert” by the Clerk under this Contract or otherwise, it shall be “Insert”’s sole obligation and responsibility, as an independent contractor under this Contract, to make all periodic filings and payments required to be made in connection with withholding taxes, F.I.C.A. taxes, SECA payments, federal employment taxes and any other federal, state or local taxes, payments or filings required to be paid, made or maintained.

## **ARTICLE 11: INDEMNIFICATION**

“Insert” shall indemnify, protect, defend, reimburse and hold the Clerk, its agents, employees, servants and elected officers harmless from and against any and all losses, claims, damages, liability, costs, expenses and causes of action of every kind and character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise, arising during, out of, or as a result of, the performance of the terms of this Contract and, or arising from, or out of “Insert”’s presence or travel to, or from the Clerk’s office or other place associated with performing Clerk business, as well as any act or omission of “Insert” or any of its agents, principals or officers, that results in damages, claims, liability, costs, expenses or causes of action against Clerk.

## **ARTICLE 12: DISCLAIMER**

Clerk is not responsible for any accident, injury, damages, losses, claims, costs, expenses or harm of any kind arising out of or from its associations or business transactions with “Insert”, or any of “Insert”’s officers, directors or principals and “Insert” and its officers and directors and agents, waive, relinquish and give up forever, all claims, actions, or causes of action that may arise from, out of or as a result of this agreement, except for claims limited to damages for

breach of this contract or claims for monies due and unpaid under the terms of this contract or for any other contract "Insert" may have with Clerk.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, "Insert" certifies that it, its affiliates, suppliers, subcontractors and "Insert" who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 14: SCRUTINIZED COMPANIES WITH ACTIVITIES**

"Insert" certifies that "Insert" that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is NOT on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

#### **ARTICLE 15: REMEDIES**

"Insert" at its sole cost and expense, shall perform and comply with the laws of the United States and the State of Florida; the Charter, Code and Ordinances of Palm Beach County. The venue of any action necessary to enforce the contract shall be in Palm Beach County.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs (including, without limitation, all such fees, costs and expenses incident to appeals), and all expenses (including taxes), even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **ARTICLE 16: CONFIDENTIALITY AND OWNERSHIP OF WORK**

"Insert" shall deliver to the Clerk for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the Clerk under this Contract, including without limitation all computer source and object codes and related documentation.

"Insert" agrees that any materials developed for Clerk constitute work developed for hire, and that said materials, which may include leaflets, pamphlets, training materials, logos, flow charts, and other written materials, will be the sole and exclusive property of Clerk and may be copyrighted by Clerk.

Clerk and "Insert" shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 17: DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the Clerk, or at its expense, will be kept confidential by "Insert" and will not be disclosed to any other party, directly or indirectly, without the Clerk's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the Clerk's expense shall be and remain the Clerk's property and may be reproduced and reused at the discretion of the Clerk.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including, but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18: ENTIRE AGREEMENT**

The Clerk and "Insert" agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties. Written addenda may be attached hereto in reference to particular projects.

**ARTICLE 19: NOTICE**

All notices required under this Contract shall be sent by certified mail, return receipt requested, and if sent to the Clerk shall be mailed to:

Sharon R. Bock, Esq.  
Clerk & Comptroller, Palm Beach County  
301 N. Olive Ave., 9th Floor  
West Palm Beach, FL 33401

and if sent to "Insert" shall be mailed to:

**ARTICLE 20: ELECTRONIC SIGNATURE(S)**

“Insert”, if and by offering, an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Contract.

Further a duplicate or copy of the agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this agreement for all purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract by affixing their signatures below.

Clerk & Comptroller, Palm Beach County  
301 North Olive Avenue, 9th Floor  
West Palm Beach, FL 33401

“Insert” Vendor Name and Address  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Sharon R. Bock, as /Date \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
\_\_\_\_\_/Date \_\_\_\_\_