

**SUBJECT TO REVISIONS PRIOR TO SIGNING.**  
**PROFESSIONAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR**

THIS PROFESSIONAL AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, between the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter referred to as the "CITY", and **Right Choice Vending/Coffee LLC, 1440 SW 31<sup>st</sup> Ave. Pompano Beach, FL. 33069** a VENDOR, authorized to do business in the State of Florida, hereinafter referred to as the "VENDOR" for Vending Machine Services is entered into subject to the following terms and conditions.

The City of Boynton Beach and **Right Choice Vending/Coffee LLC** hereby agree that the terms of this Contract provide an outline of the working relationships and responsibilities of the CITY and the Vendor for Vending Machine Services. The items in this Contract in the following Sections are aimed at identifying the VENDOR'S general relationship with the CITY, his/her responsibility for providing vending machine services, and the VENDOR'S responsibility for.

**TERM OF AGREEMENT**

The term of this agreement shall be for five (5) years effective upon date the contract is fully executed by all parties. The City of Boynton Beach may extend the agreement at the same terms, and conditions, for three (3) one-year renewals subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

1. The CITY hereby contracts with the Vendor and the Vendor accepts this contract for the City Of Boynton Beach Vending Machine Services.
2. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The VENDOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with VENDOR's endeavors.
3. COMPLIANCE WITH LAWS. VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.
4. INDEMNIFICATION. VENDOR shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to VENDOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the VENDOR.
5. INSURANCE. General Liability Insurance - A General Liability Insurance Policy provided shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. VENDOR shall notify the City in writing within thirty (30) days of any claim filed or made against its General Liability Insurance Policy. When available and at its sole

discretion, City may procure and maintain General Liability Insurance to include VENDOR, so long as the activities engaged by VENDOR are solely for the benefit of City and within the scope of the project as set forth in this agreement.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. VENDOR shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. When available and at its sole discretion, City may procure and maintain Professional Liability Insurance to include VENDOR so long as the activities engaged by VENDOR are solely for the benefit of City and within the scope of the project as set forth in this agreement. VENDOR acknowledges that the City is relying on the competence of the VENDOR to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

6. INDEPENDENT CONTRACTOR. The VENDOR and the City agree that the VENDOR is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of the VENDOR shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of the VENDOR.
7. COVENANT AGAINST CONTINGENT FEES. The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10. DISCRIMINATION PROHIBITED. The VENDOR, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
11. ASSIGNMENT. The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
12. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

13. TERMINATION.

a. The City reserves the right to terminate this Agreement at any time by giving ten (10) Days written notice to the VENDOR.

b. In the event of the death of a member, partner or officer of the VENDOR, or any of its supervisory personnel assigned to the project, the surviving members of the VENDOR hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the VENDOR and the City, if the City so chooses.

14. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

15. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager  
City of Boynton Beach  
P.O. Box 310  
Boynton Beach, FL 33425-0310

Notices to VENDOR shall be sent to the following address:


16. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the VENDOR and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and VENDOR.

17. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY 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, Fla. Stat. or as otherwise provided by law;

- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**E. 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:**

**JUDY PYLE, CITY CLERK  
3301 QUANTUM BLVD., SUITE 101  
BOYNTON BEACH, FLORIDA, 33426  
561-742-6061  
PYLEJ@BBFL.US**

**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor 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 Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BOYNTON BEACH

\_\_\_\_\_  
Lori LaVerriere, City Manager

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

Attest/Authenticated:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

\_\_\_\_\_  
James A. Cherof, City Attorney

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**SCOPE OF SERVICES**

[Scope of Services will be inserted prior to execution]

**EXHIBIT B**  
**FEES AND PAYMENTS**

[Will be inserted prior to execution]