
Agreement

THIS AGREEMENT ("Agreement" or "Contract") made and entered into this _____ day of _____, 20____, by and between Department of Education/Division of Blind Services, hereinafter called the Owner or Contractor and Indian River County, 1801 27th St. Vero Beach, FL. hereinafter called the County.

WITNESSED: That whereas, the COUNTY and the Owner agree as set forth below:

1. BASIC AGREEMENT

As per specifications of advertised and sealed Indian River County Request for Proposal # 2019030: It is hereby agreed that Owner is granted the exclusive right to securely install, maintain, repair, and insure up to three vending machines ("vending machines") and exclusive right to sell vended items through vending machines at the following locations Intergenerational Recreation Facility ("IG Building"), North County Aquatic Center, Gifford Aquatic Center and the Public Shooting Range at no cost or obligation to the County. Other facilities may be designated by the County. There will be no County participation in the operation or maintenance of the vending machines.

2. PAYMENT TO COUNTY

As set forth in their proposal, Owner will provide the following compensation to the County in return for the ability to place the vending machines at the IG Building, North County Aquatic Center, Gifford Aquatic Center and the Public Shooting Range:

- 12% of monthly proceeds to the County
- \$ 100.00 Minimum monthly guaranteed to the County

3. FILLING THE MACHINE

It shall be the responsibility of the Owner to maintain sufficient supplies, to include food, beverages and cash to provide change as necessary in the machine.

4. ELECTRICAL REQUIREMENTS

The County shall be responsible for the electrical line installation (standard 110 volt outlet), and the ongoing monthly cost for electrical service. Owner, at its discretion and expense, shall connect the machine through a wireless device, if necessary.

5. INSTALLATION & MAINTENANCE

Owner shall install or contract installation of the machine. For insurance requirements and security purposes, the machine must be secured to the rear wall utilizing braces. Owner shall provide all labor involved with service and maintenance of the machine, including supplies. Owner shall provide customer help and technical support within business hours of the day notification is received. A Toll Free number shall be prominently displayed on the front of the machine for customers to call for assistance.

6. SIGNAGE & PRICES

Owner shall be allowed to erect signage, subject to review and approval by the County, as necessary to attract business. Signage shall not be placed in view from the exterior of the building. The County and Owner agree that prices charged for snacks and drinks shall not exceed retail prices prevailing in comparable circumstances in the local community.

7. TERM OF AGREEMENT

This Agreement shall be in effect for a term of thirty six (36) months. The County retains the right to automatically renew this Agreement with the consent of Owner, under the same terms and conditions, for two additional twelve (12) month terms. Additional terms and/or services may be added to this Agreement upon satisfactory negotiation of terms between the County and Owner. Owner must receive written notification from the County to cancel no less than 60 days prior to the end of the initial term. Upon removal of the machine, Owner is not responsible for restoring the County's property to its pre-installation condition (i.e. replacing flooring), unless caused by Owner's negligence or intentional damage. Owner shall maintain all necessary licensure required by local, state and federal authorities for the duration of the Agreement.

8. TERMINATION

The parties agree that this Agreement may be cancelled by either party with 30 days' written notice.

TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this Agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined above by Florida law are 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

9. LIABILITY INSURANCE AND INDEMNIFICATION

Owner shall insure the machine and the cash and supplies used to load it. Owner shall name the County as an additional insured party under its commercial general liability insurance policy and supply the County with proof of insurance. Neither the County nor the Contractor elects to indemnify the other or the vendor from any claim, suit, judgment, debt, or damages, arising out of performance or failure to perform or negligent or wrongful acts or omissions under this Agreement of any of its employees, servants, or agents acting within the employee's, servant's or agent's office under this Agreement. Neither the County nor the Contractor waives its sovereign immunity, except to the extent provided by law. Nothing in this Agreement may be construed as the consent of the County or the Contractor to be sued by the other or the vendor in any matter arising out of this Agreement. This section shall survive the termination of this Agreement.

10. ASSIGNMENT OF AGREEMENT

If Owner is unable to provide the services outlined in this Agreement, Owner has the right to assign this Agreement to a third-party provider approved by the County prior to the assignment date. Any assignment would be for the same terms and conditions as the original Agreement. If Owner agrees to the servicing of the vending machines by a suitable agent, a licensed blind vendor, who may be replaced over time by another blind vendor. He or she may employ assistants as may be necessary to carry on this business in a satisfactory manner. If circumstances are such that no blind vendor is available to service the location, the Owner reserves the right to assign a private company to service the vending machines as long as needed.

11. VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

12. MACHINE LOCATIONS

The vending machines shall be located at the designated sites:
Intergenerational Recreation Facility at 1590 9th St SW, Vero Beach
North County Aquatic Center at 9450 CR 512, Sebastian
Gifford Aquatic Center at 4895 43rd Ave, Vero Beach
Public Shooting Range at 10455 102nd Terrace, Sebastian

13. PUBLIC RECORDS COMPLIANCE

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law.
 - (3) 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 County.
 - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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

County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. 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:

(772) 226-1424

publicrecords@ircgov.com

Indian River County, Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement.

OWNER

**Indian River County, Florida
BOARD OF COUNTY COMMISSIONERS**

Authorized Officer (Print Name)

Signature of Authorized Officer

Witnessed by: _____

Jason E. Brown, County Administrator

Bob Solari, BCC Chairman

Approved by BCC _____

Attest:
Jeffrey R. Smith, Clerk of the Circuit
Court and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____
County Attorney