

SECTION 7: GENERAL TERMS.

A: PUBLIC RECORDS. The VENDOR shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the VENDOR shall:

- (a) Keep and maintain public records required by the OHPA to perform the services provided hereunder.
- (b) Upon request from the OHPA's custodian of public records, provide the OHPA 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.
- (c) 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 term of this Agreement and following completion of this Agreement if the VENDOR does not transfer the records to the OHPA.
- (d) Upon completion of the Agreement, transfer, at no cost, to the OHPA all public records in the possession of the VENDOR or keep and maintain public records required by the OHPA to perform the service. If the VENDOR transfers all public records to the OHPA upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OHPA, upon request from the OHPA's custodian of public records, in a format that is compatible with the information technology systems of the OHPA.

If the VENDOR fails to comply with the requirements in this Section 7(A), the OHPA may enforce these provisions in accordance with the terms of this Agreement. If the VENDOR fails to provide the public records to the OHPA within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ROSSANA HEBRON AT: ADMIN@PORTOFFERNANDINA.ORG (904) 468-2073, 516 SOUTH 10TH STREET, SUITE 103, FERNANDINA BEACH, FL 32034.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state, and federal laws and regulations. Additionally, the VENDOR agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age, or marital status.

C: LICENSES. The VENDOR must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY, AND INSURANCE. The relationship of the VENDOR to OHPA shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the VENDOR or its officers, employees, agents, or subvendors, any rights, interest, or status as an employee of the OHPA. The OHPA shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the VENDOR in connection with the performance of this Agreement or for debts or claims accruing to such parties. The VENDOR shall promptly pay, discharge, or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the OHPA as provided for herein, and in light of the fact that at least some of the Scope of Work will be provided locally within the OHPA with vehicular use occurring, VENDOR agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the ITB. Proof of such insurance coverages will be provided to the OHPA upon request.

E: NON-ASSIGNABILITY. The VENDOR understands that the nature of the services to be provided under this Agreement are specialized and the OHPA will rely heavily on the specific capabilities and experience of the VENDOR and its staff. Therefore, VENDOR may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the OHPA.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the Parties shall be cumulative and either Party, in its sole

discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the VENDOR is not eligible to enter into, or renew, this Agreement if:

- (i) The VENDOR is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) The VENDOR engages in business operations in Cuba or Syria; or
- (iii) The VENDOR is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725) or is engaged in a boycott of Israel.

By entering into this Agreement, the VENDOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The VENDOR acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The VENDOR shall notify the OHPA if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the VENDOR to the OHPA within ten (10) days of the date of such occurrence.

In the event the OHPA determines, using credible information available to the public, that the VENDOR has submitted a false certification or that VENDOR is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the OHPA may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the VENDOR, pursuant to Florida Statutes § 287.135. In addition, the OHPA may pursue any and all other legal remedies against the VENDOR.

G: IMMIGRATION COMPLIANCE; E-VERIFY: VENDOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate

termination of this Agreement. The VENDOR's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The VENDOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any subVENDORS authorized by the OHPA.

Pursuant to Florida Statutes § 448.095(5), VENDOR shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. VENDOR's contract with OHPA cannot be renewed unless, at the time of renewal, VENDOR certifies in writing to the OHPA that it has registered with and uses the E-Verify system. If VENDOR enters into a contract with a subVENDOR to perform Services under this Agreement, the subVENDOR must provide the VENDOR with an affidavit stating that the subVENDOR does not employ, contract with, or subcontract with an unauthorized alien and VENDOR shall maintain a copy of such affidavit for the duration of the contract. If VENDOR develops a good faith belief that any subVENDOR with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) VENDOR shall terminate the contract with the subVENDOR. If the OHPA develops a good faith belief that VENDOR has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the OHPA shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

H: HUMAN TRAFFICKING AFFIDAVIT: The VENDOR shall provide the OHPA with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the OHPA's procurement staff.

I: PERSONAL IDENTIFYING INFORMATION. Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the VENDOR to possess the personal identifying information of citizens provided by the OHPA, VENDOR will be required to complete a Foreign Country of Concern Attestation.

SECTION 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the VENDOR releases and shall indemnify, hold harmless, and defend each OHPA Indemnified Party (defined as the OHPA, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the VENDOR, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the VENDOR be liable for loss of profits or for any consequential, special, indirect, incidental, punitive, or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the OHPA of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the OHPA expressly reserves these rights to the full extent allowed by law.

SECTION 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Sarasota County, Florida. Venue for any federal court action shall be in the Tampa Division of the United States District Court for the Middle District of Florida.

SECTION 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

SECTION 11: AMENDMENTS. This Agreement may be modified, amended, or extended only by written amendment executed by authorized representatives of both Parties.

SECTION 12: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

SECTION 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

SECTION 14: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent VENDORS.

SECTION 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.