

CITY OF LAYTON, FLORIDA
Contract for Goods & Services

This Contract entered into on the date last written below, by and between: MobileMe IT (the “Contractor”) and the City of Layton, Florida (“the City”). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall commence on May 7, 2026, and continue until May 6, 2027 (“Initial Term”), unless otherwise terminated, or renewed for a period of not more than four (4) years from the effective date of the Initial Term, as provided for herein. Any renewal of this Contract shall be subject to a determination by the City that the services provided by Contractor were satisfactorily performed, that the services are needed, and upon availability of funds. Any renewal of this Contract shall be on the same terms, except as otherwise specified by the City and Contractor in the renewal instrument.

Notwithstanding any termination provision provided by the Contract, or any attachment or exhibit, the City reserves the right to terminate this Agreement with written notice to Contractor provided at least thirty (30) days prior to the start of each fiscal year upon determination, in the City’s sole discretion, that insufficient funds will be allocated in the upcoming budget to cover the full cost of this Contract.

2. CONTRACTOR'S SERVICES

Documentation of the specific goods/services to be provided is attached and labeled as **Exhibit A** (Quote #13104 and #13197) to this Contract and is incorporated herewith by reference. In the event of a conflict between the terms of this Contract and any attachment or exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

The Contractor shall be paid a total of \$33,971.00 for the goods and services outlined in **Exhibit A**. All compensation provided by this section represents a ‘not to exceed’ price.

No payment shall be due until an invoice for the goods/services has been submitted for payment and the City verifies that all services have been full and satisfactorily completed. Unless alternate payment methods are specified within this section below, the City shall make diligent efforts to issue payment within thirty (30) calendar days of receiving a proper invoice from Contractor, in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. **If alternate payment methods are to be observed, they must be specified below.**

4. PAYABLE INTEREST

Unless prohibited by applicable law, the City shall not be liable for interest payable to

Contractor for any reason, whether as prejudgment interest or for any other purpose. By entering into this Contract, Contractor waives and disclaims any and all entitlement to interest in connection with a dispute or claim arising from, or in any way related to this Contract. To the extent this section is inapplicable by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the City under this Contract, whether as prejudgment interest or any other purpose, shall be, to the fullest extent permissible under applicable law, one quarter percent (.25%) un-compounded simple interest.

5. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to The City and with a reputable and financially viable insurance carrier, naming the City of Layton, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Contractor shall provide The City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify The City immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto and included in **Exhibit A**.

General Liability Insurance

Amount: 1,000,000

Professional Liability Insurance

Amount: _____

Vehicle Liability Insurance

Amount: 1,000,000

Workers Compensation Insurance

Amount: 500,000

6. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Contract, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the City. No officer, agent or employee of Contractor or the City shall be deemed an officer, agent or employee of the other party. Neither Contractor nor the City, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current policies of the City and all applicable local, state and federal laws, including laws pertaining to public records requests. Contractor agrees that The City has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, The City is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

8. TERMINATION

- A. Without Cause. This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, The City will be relieved of all obligations under said contract and The City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.
- B. Termination for Breach. Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. Immediate Termination By The City. The City may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:
 - 1) The denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
 - 2) Conduct by Contractor or any Company/Individual staff which affects the quality of services provided to The City or the performance of duties required hereunder and which would, in The City's sole judgment, be prejudicial to the best interests and welfare of The City and/or its employees;
 - 3) Failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the City may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns. Prior to the commencement of any work to be

provided under this Contract, Contractor shall disclose the identities of all subcontractors to the City, secure the written approval of the City, and include in all applicable subcontracts a requirement for the subcontractor to comply with all applicable terms and conditions of this Contract. Contractor shall not subcontract with any third-party not expressly approved by the City in writing.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless The City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by City in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract. Notwithstanding any provision to the contrary, including any terms and conditions from Contractor incorporated as an attachment or Exhibit hereto, no provision of this Contract shall be construed in a manner that waives or otherwise eliminates the limits of liability or sovereign immunity prescribed by Chapter 768, Florida Statutes.

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any and all disputes shall be the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida, or the United States District Court for the Southern District of Florida, as applicable under prevailing law. **By entering into this Contract, both Contractor and City expressly waive any right it may have to a trial by jury for any civil litigation arising from or in any way related to this Contract.**

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the City, upon execution and throughout the term of this Contract that:

- A. Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B. None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C. Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract

to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and

- D. Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E. Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - 1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - 2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the City in writing, any confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all policies of the City regarding the confidentiality of such information.

14. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, Contractor shall not be entitled to bill nor accept third-party payment without authorization of the City. Contractor agrees that the City shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and criteria of the City as requested.

15. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the City holding the contractor in default, termination of the contract or legal action.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MYOUNG@CITYOFLAYTON.COM OR MAIL TO: CITY CLERK AT 68800 OVERSEAS HIGHWAY, LONG, KEY, FLORIDA 33001 OR TELEPHONE: 305-664-4667.

16. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former City officer or employee. For breach or violation of this provision the City may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission,

percentage, gift or consideration paid to the former City officer or employee.

17. E-VERIFY

Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term, and shall produce said affidavit to the City upon request. Notwithstanding any other provision herein, the City reserves the right to immediately terminate this Contract upon notice to Contractor that City has developed a good faith belief that Contractor has knowingly violated this section.

18. DISCRIMINATORY VENDORS, SCRUTINIZED COMPANIES

Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with the City on the grounds stated in Section 287.135 Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

19. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a City employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Mayor or other Council member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No member or officer of the City Council, or employee of the City, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes. No Council member, employee of the City or other official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all City employees or in surplus sales conducted by the City, provided there is no preferential treatment.

20. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

21. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

22. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Contract.

23. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

24. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

25. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<p><u>City of Layton, Florida:</u> Bruce Halle, Mayor 68800 Overseas Highway, Long Key, FL 33001</p> <p><u>With a copy to:</u> Florida Keys Mosquito Control City Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3rd Floor Islamorada, FL 33036</p>	<p><u>MobileMe IT:</u></p>
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26. NO WAIVER OF SOVERIGN IMMUNITY

Notwithstanding any provision to the contrary, including any terms and conditions from Contractor incorporated as an attachment or Exhibit hereto, no provision of this Contract shall be construed in a manner that waives or otherwise eliminates the limits of liability or sovereign

immunity prescribed by Chapter 768, Florida Statutes.

27. NO THIRD-PARTY BENEFICIARIES

The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on this _____ day of _____, 2026.

FOR THE CITY OF LAYTON, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME

TITLE