

**AGREEMENT BETWEEN _____
AND PALM BEACH COUNTY TAX COLLECTOR OFFICE**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2024, (the “Effective Date”) between _____ (“Company”), a _____ company, with its principal address located at _____, and the Palm Beach County Tax Collector Office (the “TCO”) (the TCO and Company shall collectively be referred to as the “Parties,” and each a “Party”).

RECITALS

WHEREAS, the TCO has the responsibility to collect property taxes for every local government that is empowered to levy taxes on properties in Palm Beach County, Florida, helps administer business tax receipts and the tourist development tax, and represents the State of Florida as its agent for the Department of Highway Safety and Motor Vehicles, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Revenue;

WHEREAS, the TCO is in need of certain customer relationship management (“CRM”) services to better serve the Palm Beach County community;

WHEREAS, the TCO invited qualified bidders to reply to an Invitation to Negotiate for a specific CRM scope of services request on _____, 2024 (the “ITN”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, Company is a qualified technology firm that provides _____;

WHEREAS, Company responded to the ITN and its response – a copy of which is attached hereto as **Exhibit B** – was determined to provide the TCO with the best value for the CRM services sought under the ITN;

WHEREAS, the TCO wishes to acquire from Company, and the Company wishes to provide to the TCO, a suite of CRM services as further described in this Agreement;

NOW, THEREFORE, in consideration of the premises, the representations and warranties and the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

CONVENANTS

1. Recitals and Exhibits. The above recitals and the exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Scope of Work. The Company shall perform all tasks and perform units of deliverables, including reports, findings, and drafts, as set forth in this Agreement. The specific CRM services (the “Services”) the Company must provide the TCO under this Agreement is described in the Scope or Work exhibit, which is attached hereto as **Exhibit C**.

3. Payment. Subject to the availability of funds, as full compensation for the Services to be provided by the Company to the TCO, the TCO agrees to pay the Company as set forth in the Payment exhibit, which is attached hereto as **Exhibit D**.

(a) Invoicing. Company must render original invoice(s) to the Palm Beach County Tax Collector, 301 N. Olive Avenue, 3rd Floor, West Palm Beach, Florida 33401.

(b) Florida Prompt Payment Act. The Florida Prompt Payment Act shall apply to this Agreement. Interest penalties will only be paid in accordance with § 218.70, Fla. Stat.

(c) Tax. The TCO is exempt from federal and state taxes.

4. Term. The term of this Agreement shall begin as of the Effective Date and shall continue, unless otherwise terminated pursuant to the terms hereof, through _____ (the "Term").

5. Relationship of the Parties. Company's relationship to the TCO shall be and at all times shall remain that of an independent contractor. The Parties hereby agree and stipulate that no language or provision in this Agreement or course of conduct between the parties will be interpreted, construed, or given the effect of creating any relationship other than that of independent contractor. For sake of clarity, nothing herein shall be deemed to constitute the Parties as joint ventures and neither party hereto shall have the right to bind the other except to the extent herein contained.

(a) Non-Restrictive Relationship. Company may provide the same or similar Services to other customers and the Company may utilize other providers that are competitive with Company to provide the same or similar Services.

(b) Company's Use of Consultants/Third-Party Subcontractors. Without the prior written approval of the TCO, Company shall not engage consultants or third-party subcontractors to assist Company in fulfilling its obligations set forth in this Agreement. For any approved consultants or third-party subcontractors, Company shall be responsible for supervising and overseeing their activities and shall ensure that all such consultants and third-party subcontractors comply with the terms of this Agreement, including the confidentiality obligations, intellectual property rights, and any other requirements specified herein.

6. Public Entity Crimes. As provided in § 287.132-133, Fla. Stat., Company hereby certifies that neither it nor its employees who will perform hereunder have been placed on the convicted vendor list following a conviction for a public entity crime maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the effective date of the term of this Agreement.

7. Insurance Requirements.

(a) Commercial General Liability. Company shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(b) Business Automobile Liability. Company shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Company does not own automobiles, Company shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

(c) Worker's Compensation Insurance & Employers Liability. Company shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Ch. 440, Fla. Stat. Coverage shall be provided on a primary basis.

(d) Professional Liability. Company shall maintain Professional Liability at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall be provided on a primary basis.

(e) Additional Insured. Company shall provide the TCO with a certificate, or certificates, of insurance, evidencing limits, coverages and endorsements as required herein; within seven (7) days of the Effective Date of this Agreement. Company shall endorse the "Palm Beach County Tax Collector" as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read: "Constitutional Tax Collector Serving Palm Beach County, Employees and Agents, c/o Palm Beach County Tax Collector, 301 North Olive Avenue, Third Floor - Legal Services, West Palm Beach, Florida 33401." Coverage shall be provided on a primary basis. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term, Company shall provide the TCO with a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Palm Beach County Tax Collector, 301 North Olive Avenue, Third Floor - Legal Services, West Palm Beach, Florida 33401."

(f) Deductibles, Coinsurance & Self-Insured Retention. Company shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention, including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

(g) Waiver of Subrogation. By entering into this Agreement, Company agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer or should a policy condition not permit Company to enter into any pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer.

(h) Right to Review or Adjust Insurance. The TCO may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by herein from time to time throughout the Term. The TCO may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, the TCO shall provide Company a written notice of rejection, and Company shall comply within thirty (30) days of receipt of the notice.

(i) No Representation of Coverage Adequacy. Company acknowledges the limits, coverages and endorsements required herein are intended to minimize liability for the TCO. Company agrees that it will not rely upon the requirements herein when assessing the extent or determining appropriate types or limits of insurance coverage to protect Company against any loss exposures, whether as a result of this Agreement or otherwise.

8. Performance Bond. Company shall, within _____ days of the Effective Date, provide a performance bond in favor of the TCO in the amount of _____ dollars (\$ _____) as security for the faithful performance of its obligations under this Agreement. The performance bond shall be issued by a reputable surety company licensed to do business in Florida. In the event of a default or failure by Company to perform its obligations under the Agreement, the TCO (in addition to any other rights it may have under this Agreement or by applicable law) shall have the right to make a claim against the performance bond to recover any losses incurred as a result of such default. The performance bond shall be released only upon the satisfactory completion of Company's obligations under the Agreement.

9. Conflict of Interest/Gifts. Company represents and warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Except as otherwise provided by this Agreement, Company also represents and warrants that it has not and shall not offer, provide, or accept any gifts, gratuities, or other items of value to or from the TCO or its representatives or employees. Upon the Effective Date, Company shall execute and deliver to the TCO the Conflict-of-Interest form that is attached hereto as **Exhibit E**. Company shall notify the TCO in writing of any conflict-of-interest due to any other clients, contracts, or property interests that may arise during the term of this Agreement.

10. Compliance with Laws. Company shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable, including those of Federal, State, and local agencies having jurisdiction and/or authority over the Company.

11. Public Records. As set forth in § 119.0701, Fla. Stat., which is incorporated herein, Company shall allow public access to all documents, papers, letters, or other material subject to the provisions of Ch. 119, Fla. Stat., and made or received by Company in conjunction with this Agreement. Specifically, if Company is acting on behalf of the TCO, Company shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the TCO in order to perform the services being performed by Company.
- (b) Provide the public with access to public records on the same terms and conditions that the TCO would provide the records and at a cost that does not exceed the cost provided in Ch. 119, Fla. Stat., 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 TCO all public records in possession of Company upon termination of this Agreement 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 TCO in a format that is compatible with the information technology systems of the TCO.

Failure by Company to grant such public access shall be grounds for immediate unilateral termination of this Agreement by the TCO. Company shall promptly provide the TCO with a copy of any request to inspect or copy public records in possession of Company and shall promptly provide the TCO a copy of Company's response to each such request.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TCO'S CUSTODIAN OF PUBLIC RECORDS AT MIKEL JONES, 561-355-2642, MJONES@PBCTAX.COM, 301 N. OLIVE AVE., 3RD FLOOR, WEST PAL BEACH, FL 33401.

12. Right to Audit. As appropriate, Company agrees to maintain an unqualified SSAE 16, Type II (or the future, functional, equivalent if the SSAE 16, Type II becomes obsolete) compliance audit on operations and tests of operational effectiveness in its shared services environment. On a "when requested basis" in any year during which Company performs any services for the TCO, Company shall provide the TCO with a reproducible electronic copy or a

minimum of two (2) hard copies of Company's most current unqualified SSAE 16, Type II report on controls placed in Operation and Tests of Operating Effectiveness, as completed in accordance with the American Institute of Certified Public Accountants Standards at Company's expense. The Audit shall be provided by Company to the TCO no later than fifteen (15) days after written request. The audit shall be performed by a nationally qualified firm to perform such audits and should cover a twelve (12) month period with a minimum of nine (9) months coinciding with the TCO's fiscal year (October through September). Company will deliver the reports to the TCO within fifteen (15) days of the completion of each audit or within fifteen (15) days after the TCO's request, whichever is later. This provision will survive the expiration or termination of this Agreement.

13. Release and Indemnification. The TCO makes no representations or warranties of any kind and disclaims any express or implied warranties. Company and any of Company's officers, employees and agents ("Releasers"), jointly and severally agree to release, discharge, protect, reimburse, indemnify, defend and hold harmless the TCO and its respective officers, employees and agents of and from any and all liability, fines, royalties, fees, taxes, suits, claims, demands and actions, costs, attorney's fees, costs and expenses (including reasonable attorneys' fees and costs attributable to in-house counsel), whether at trial or appellate levels or otherwise, of any kind or nature whatsoever, including for any loss of life, personal, bodily or economic injury or damage or loss to property (including to theft or property damage to vehicles) which may be sustained by reason of, based upon, or in any way arising out of (i) the TCO's performance under this Agreement, (ii) any acts or omissions of the Company, (iii) any third-party claims alleging infringement of intellectual property rights arising out of or relating to this Agreement and, (iv) to the extent permitted by applicable law, from and against any orders, judgments or decrees which may be entered pursuant thereto arising from the TCO's negligence or willful misconduct. In no event shall the TCO be liable to Releasers for any indirect, punitive, special, reliance, incidental or consequential loss or damages, including, without limitation, emotional distress, lost profits, lost business opportunities or any obligation resulting therefrom.

14. Intellectual Property. The images, names and logos (hereinafter, "the IP") of the TCO are the exclusive property of the TCO. Any public use of any TCO IP without the prior written consent of the TCO is prohibited.

Intellectual property rights to all property created or otherwise developed as part of this Agreement by Company for the TCO as a work made for hire shall be owned by the TCO. Company's title to intellectual property not developed as a work made for hire is unaffected by this Agreement. If software is being created as a work for hire, Company shall deliver to the TCO at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Agreement, then the TCO is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for TCO business by the TCO or any of its agents.

15. Discrimination Prohibited. As provided in Palm Beach County Resolution R-2014-1421, Company shall treat all of its employees equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Company shall submit to the TCO a copy of its non-discrimination policy, which shall be consistent with the foregoing non-discrimination policy. In the event Company does not have a written non-discrimination policy or one that conforms to the county's policy, Company shall sign and submit to the TCO a statement affirming that it will conform to the county's non-discrimination policy as set forth in the above-referenced resolution. See "Non-Discrimination Policy" form <https://discover.pbcgov.org/BusinessOpportunities/OtherBusOpportunities/Attachment%2010%20-%20Non-Discrimination%20Affidavit.pdf>) to show compliance. Company shall satisfy the requirements set forth herein prior to the Effective Date of this Agreement. It is the responsibility of the Company to maintain a written or non-written non-discrimination policy that conforms to the county's policy as set forth herein throughout the Term of this Agreement. Failure to meet this requirement shall be considered a default of this Agreement.

Criminal History Records Check Ordinance. In accordance with Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance, the TCO conducts fingerprint based criminal history record checks on all persons not employed by the TCO who repair, deliver, or provide goods or services for, to, or on behalf of the TCO. A fingerprint based criminal history record check is conducted on all employees and subcontractors of vendors, including repair persons and delivery persons who are unescorted when entering a facility determined to be critical to the public safety and security of the county. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. Company is solely responsible for understanding the financial, schedule, and staffing implications of this ordinance. Further, Company acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this ordinance.

16. Consents and Government Approvals. No consent, waiver, approval, authorization, license, order or permit of, or declaration, filing or registration with, novation by, or notification to, any governmental authority, or any other person, is required to be made or obtained by Company in connection with the execution, delivery and performance of this Agreement.

17. Entire Agreement. This Agreement and the Exhibits hereto constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matter.

18. Assignment; Binding Agreement. This Agreement and the rights and obligations arising hereunder shall be binding upon and shall inure to the benefit of the Parties and to their respective heirs, legal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be transferred, delegated, or assigned by Company without the prior written consent of the TCO.

19. Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of signatures by facsimile shall be sufficient to bind the Parties to the terms of this Agreement.

20. Headings; Interpretation. The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. All of the Parties acknowledge that they have participated substantially in the negotiation and drafting of this Agreement and agree that no ambiguity herein shall be construed against any Party.

21. Expenses. Unless otherwise set forth herein, each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, fees and expenses of attorneys, accountants, consultants, and other financial advisors.

22. Governing Legal Requirement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the choice of law principles thereof. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of the courts sitting in the Palm Beach, Florida, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding.

23. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer upon any person other than the Parties any rights or remedies hereunder.

24. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against which the waiver is to be effective.

25. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

26. Prevailing Party Attorney's Fees. In the event of a dispute or litigation arising out of, relating to, or in connection with this Agreement, or if the TCO is required to file an action to enforce the terms of this Agreement, the prevailing party shall recover from the non-prevailing party its/his/her attorneys' fees (including reasonable attorneys' fees and costs attributable to in-house counsel), costs, and litigation expenses incurred in the trial and appellate courts.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the last date below written (the "Effective Date").

AGREED: PALM BEACH
COUNTY TAX COLLECTOR
OFFICE

AGREED: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

PBTC ITN #2024-001
Exhibit E Evaluation Questionnaire

EVALUATION QUESTIONNAIRE

Respondent's Name: _____

Reference Organization: _____

Name/Title of Person Interviewed: _____

Interviewer: _____ Date of Interview: _____

The following questions will be asked of the client reference chosen at the discretion of the TCO:

1. Briefly describe the work the Respondent performed for your company. Did the Respondent provide a product or solution?

2. What was the dollar value of your project?
 - a. Start of project _____
 - b. End of project _____

3. Were there any issues with the product or solution? If yes, please describe.
 - a. Prior to release?

 - b. After release?

4. How satisfied is your organization with the final product or solution?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

5. How well did the contractor adhere to the agreed upon schedule?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

6. How well did the contractor adhere to the agreed upon budget?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

7. How would you rate the Contractor's response time to issues?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

8. How would you rate the contractor's staff in terms of quantity, experience and profession?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

9. How would you rate the contractor's overall project management?
Excellent = 5 points; Above Satisfactory = 4 points, Satisfactory = 3 points; Fair = 2 points; Poor = 1 point. _____

Score _____

Divide by 3 = Average Score _____