

**PALMETTO COMMUNITY REDEVELOPMENT AGENCY  
CONTRACTOR/VENDOR ADDENDUM**

This Addendum shall apply to all contracts entered into by the Palmetto Community Redevelopment Agency (the "CRA") with persons or entities (the "Contractor/Vendor") providing services to the CRA. The provisions of this Addendum shall prevail over any terms contained in a contract with Contractor/Vendor.

CHOICE OF LAW/VENUE

The laws of the State of Florida shall govern all provisions of this Agreement. The venue for any action or suit arising under the Agreement shall be Manatee County, Florida.

INDEMNIFICATION

Contractor/Vendor does hereby indemnify and hold harmless the CRA, its officers, agents, and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor/Vendor and persons or entities employed or utilized by Contractor/Vendor in the performance of this Contract.

PUBLIC RECORDS

To the extent applicable, Contractor/Vendor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

- a. Contractor/Vendor shall keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;
- b. Contractor/Vendor shall provide the public with access to public records on the same terms and conditions that the CRA would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. Contractor/Vendor shall 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. Contractor/Vendor shall meet all requirements for retaining public records and transfer, at no cost, to the CRA all public records in possession of Contractor/Vendor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to CRA in a format that is compatible with the CRA's information technology systems; and,
- e. Contractor/Vendor acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

**IF CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**By email:** [cbailey@palmettofl.org](mailto:cbailey@palmettofl.org)

**By phone:** 941.723.4570

**Mail or hand delivery:**

**Attn: Records Manager**

**516 8<sup>th</sup> Avenue West**

**Palmetto, FL 34221**

E-VERIFY

Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. The Contractor/Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor/Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor/Vendor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor/Vendor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the CRA.

Contractor/Vendor shall be required to complete an E-Verify Affidavit attesting to compliance with Section 448.09, Florida Statutes.

NOTICE

Any notice to the CRA shall be deemed sent upon transmittal of the notice by U.S. Mail to the parties at the address listed below and shall be deemed received upon actual receipt:

To CRA:                    c/o CRA Director  
324 8<sup>th</sup> Avenue West, Suite 103  
Palmetto, Florida 34221

With a copy to:        Blalock Walters, P.A., c/o Mark Barnebey, Esquire  
802 11<sup>th</sup> Street West  
Bradenton, Florida 34205

ASSIGNMENT

This Contract may not be assigned without the written consent of the other party.

WAIVER

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CRA and Contractor/Vendor who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

**PALMETTO COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR/VENDOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

