

Verizon Connect

Customer Addendum

This Customer Addendum (“Addendum”) is made and entered into as of the last signature date set forth below (the “Effective Date”) by and between Levy County, with an address at 970 E Hathaway Ave, Bronson, FL 32621-, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and Verizon Connect NWF Inc., a Delaware corporation, with an address at 9868 Scranton Road, San Diego, CA 92121 (“Verizon Connect”), a corporation authorized to do business in the State of Florida, hereinafter referred to as **CONTRACTOR**.

RECITALS

WHEREAS, Verizon Connect and Sourcewell (“Sourcewell”), a service cooperative, entered into an agreement (Contract #020221-NWF) (“Contract”) pursuant to which Verizon Connect is offering certain fleet management services and equipment available for purchase by Sourcewell members; and

WHEREAS, County is currently a member of the Sourcewell purchasing cooperative.

NOW THEREFORE, for good and valuable consideration hereby acknowledged, the Parties, intending to be legally bound, agree as follows to the following changes and additional terms to the Contract:

1. Unless otherwise specifically stated, the order of precedence of the documents which make up the agreement between the parties shall be (1) this Addendum; (2) the Order Form, a copy of which is attached hereto and incorporated herein as Exhibit “A,”; and (3) the Contract.
2. The terms and conditions of the Contract shall be deemed to be incorporated herein by reference, and shall govern the contractual relationship of the parties to the extent not inconsistent with this Addendum.
3. **CONTRACTOR** warrants that all services to be performed under this Addendum and the Contract shall comply with customary, reasonable, and prudent standards of care in accordance with the standards of the industry and further warrants that it will provide such services in a professional manner to **COUNTY**.
4. Deliverables shall be provided in accordance with **CONTRACTOR**'s Order Form.
5. This Contract and the Addendum is subject to disclosure under the public records laws of the State of Florida. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. **CONTRACTOR** must comply with the public records laws, Florida Statute chapter 119, specifically **CONTRACTOR** must:
 - a. Keep and maintain public records required by the **COUNTY** to perform the service.
 - b. 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 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 contract term and following completion of the contract if the contractor does not transfer the records to the COUNTY.
- d. 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 public agency 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 the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 harper-mary-ellen@levycounty.org, 310 School Street, Bronson, FL 32621, 352-486-5218, Mary-Ellen Harper.

6. This Addendum and the Contract as applicable to the relationship between the CONTRACTOR and COUNTY shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Addendum and the Contract will be held in a court of competent jurisdiction located in **Levy** County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Addendum is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Addendum, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.
7. CONTRACTOR warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.
8. SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Addendum or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Addendum may be terminated at the option of the COUNTY.

B. As provided in F.S. 287.135, by entering into this Addendum or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

9. E-VERIFY - EMPLOYMENT - ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Addendum are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period. COUNTY shall terminate this Addendum if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR'S subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Addendum was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

10. HUMAN TRAFFICKING AFFIDAVIT - CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed Exhibit B, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

11. The CONTRACTOR understands and acknowledges that this Contract will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR,

relating to conviction for a public entity crime.

12. Sovereign Immunity. Nothing in the Contract or this Addendum is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the COUNTY pursuant to Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute the Addendum as of the last date entered below.

WITNESS:

VERIZON CONNECT NWF INC.

Signature

BY: _____

Print Name

Print Name

ATTEST:

LEVY COUNTY, FLORIDA

BY: _____

Print Name

Print Name

Exhibit A: Services Order Form

Exhibit B: Anti-Human Trafficking Affidavit

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Levy County must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I _____ (insert name) as _____ (insert title)
on behalf of _____ (insert entity name) under penalty of perjury
hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.

Printed Name:
Title:

Nongovernmental entity:

Date:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me ____ in person or ____ remote notarization by
____ as _____ on behalf of
____, who is personally known to me or who
produced _____ as identification this _____ day of
____, 202__.

Notary Public

(Notary Seal)