

Addendum to Confirmation Order Form

The following shall be included as part of the Confirmation Order Form (“Agreement”) between the **City of Westlake**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 4001 Seminole Pratt Whitney Road, Westlake, FL 33470 (“CITY”) and **WebsEdge Limited**, a foreign company authorized to do business in Florida (“WEBSEEDGE”). In the event of any conflict between the language in the Agreement and this Addendum, the terms of this Addendum shall take precedence.

1. Venue

The venue for any and all actions or claims arising out of or related to this Agreement shall be in Palm Beach County, Florida.

2. Sovereign Immunity

Nothing contained herein is intended nor shall be construed to waive CITY’s rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

3. Non-Discrimination & Equal Opportunity Employment

During the performance of the Agreement, neither WEBSEEDGE nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. WEBSEEDGE will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. WEBSEEDGE shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. WEBSEEDGE further agrees that WEBSEEDGE will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

4. Assignments; Amendments

This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by WEBSEEDGE without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of WEBSEEDGE shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

5. Public Records

5.1 The City of Westlake is a public agency subject to Chapter 119, Florida Statutes. WEBSEEDGE shall comply with Florida’s Public Records Law. Specifically, WEBSEEDGE shall:

5.1.1 Keep and maintain public records required by the CITY to perform the service;

5.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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;

5.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, WEBSEDGE shall destroy all copies of such confidential and exempt records remaining in its possession after WEBSEDGE transfers the records in its possession to the CITY; and

5.1.4 Upon completion of the Agreement, WEBSEDGE shall transfer to the CITY, at no cost to the CITY, all public records in WEBSEDGE's possession. All records stored electronically by WEBSEDGE must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5.2 The failure of WEBSEDGE to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF WEBSEDGE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO WEBSEDGE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
4001 SEMINOLE PRATT WHITNEY ROAD
WESTLAKE, FL 33470
561-530-5880
zburgess@westlakegov.com**

5.3 Pursuant to Section 119.0715, F.S., trade secrets held by the City are confidential and exempt from Section 119.07(1), F.S. and Section 24(a) Article I of the State Constitution. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

6. Notice

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, WEBSEDGE and CITY designate the following as the respective places for giving of notice:

CITY City Manager
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Telephone No. 561-530-5880

Copy To: Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Email: ddoody@gorencherof.com
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

WEBSEDGE: Attn: WebsEdge Accounts Department
6 Henrietta Street
London, UK WC2E 8PT

7. Counterparts and Execution

This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

8. Scrutinized Companies

WEBSEDGE, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

8.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

8.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

8.2.2 Is engaged in business operations in Syria.

9. **E-Verify**

WEBSEDGE certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

9.1 Definitions for this Section:

9.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, WEBSEDGE.

9.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

9.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

9.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

9.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

9.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Westlake. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Westlake; and

9.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be

terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF WESTLAKE, FLORIDA

ATTEST:

CITY CLERK

BY: _____
JohnPaul O'Connor
MAYOR

APPROVED AS TO FORM.

Name: _____
OFFICE OF THE CITY ATTORNEY

WebsEdge Limited:

Signed By: 

Print Name: Sally Nelson

Title: COO

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