



Financial Management Department

Procurement Division

1112 Manatee Ave West Suite 803 Bradenton, FL 34205

Phone number: (941) 749-3014

MEMORANDUM

To: Vicki Tessmer, Supervisor Board Records

From: Jacob Erickson, Interim Procurement Official

Date: April 27, 2020

Subject: Agreement Document: Independence Acquisition & Appraisal, LLC, 20-R073049SR
Professional Land Acquisition and Relocation Services

Please accept the attached executed Agreement for Professional Land Acquisition and Relocation Services in accordance with the RFO 20-R073049SR. This executed attached Agreement is authorized by Chapter 2-26 of Manatee County Code and Pursuant to the Procurement Division's Administrative Standards and Procedures Manual.

Please send confirmation of the Recording to:

- Stacia Raposa, Procurement

Thank you. If you require additional information, please call me at extension 3041.

Attachments to Board Records only: [*signed and dated: April 24, 2020*]

- 1) Intent to Award
- 2) Agreement Document

MANATEE COUNTY GOVERNMENT

INTENT TO AWARD

RFO NO. / TITLE	20-R073049SR Professional Land Acquisition and Relocation Services	DATE POSTED	MC _____ DS _____ MCC _____ BCC _____
PROCUREMENT REPRESENTATIVE	Stacia Raposa	PROJECTED AWARD DATE	April 20, 2020
DEPARTMENT /DIVISION	Property Management	AUTHORIZED BY DATE	Jacob Erickson <small>Digitally signed by Jacob Erickson DN: cn=Jacob Erickson, o=Manatee County Government, ou=Procurement, email=jacob.erickson@mymanatee.org, c=US Date: 2020.04.01 15:12:16 -04'00'</small> Jacob Erickson, Interim Procurement Official

NOTICE OF INTENT TO AWARD

The Manatee County Procurement Division provides notice of its intent to award multiple agreements with American Acquisition Group, LLC, Florida Acquisition & Appraisal, Inc., HDR Engineering, Inc., Independence Acquisition & Appraisal, LLC, and The Urban Group, Inc. for the provision of Professional Land Acquisition and Relocation Services.

ENABLING/REGULATING AUTHORITY

Manatee County Procurement Ordinance, Sec 2-26.

BACKGROUND/EVALUATIONS

BACKGROUND

This solicitation was advertised on January 14, 2020 on the Manatee County website. It was also provided to the Manatee County Chamber of Commerce and the Manasota Black Chamber of Commerce for release to its members. Offers were received from:

- | | |
|---|--|
| 1. American Acquisition Group, LLC, Tampa, FL | 4. Independence Acquisition & Appraisal, LLC, Thonotosassa, FL |
| 2. Florida Acquisition & Appraisal, Inc., Tampa, FL | 5. The Urban Group, Inc., Fort Lauderdale, FL |
| 3. HDR Engineering, Inc., Tampa, FL | |

The Property Management Department is recommending award of five (5) agreements for Professional Land Acquisition and Relocation Services to the following firm(s):

American Acquisition Group, LLC
Florida Acquisition & Appraisal, Inc.
HDR Engineering, Inc.
Independence Acquisition & Appraisal, LLC
The Urban Group, Inc.

ATTACHMENTS (List in order of attached)		NAME AND NUMBER OF FUNDING SOURCE	5010003698596000 /Various Accounts
COST	\$100,000 / Annual Estimate	FUNDS VERIFIED	Yes



AGREEMENT No. 20-R073049SR

**PROFESSIONAL LAND ACQUISITION AND RELOCATION
SERVICES**

between

**MANATEE COUNTY
(COUNTY)**

and

**INDEPENDENCE ACQUISITION & APPRAISAL, LLC
(CONTRACTOR)**

AGREEMENT FOR PROFESSIONAL LAND ACQUISITION AND RELOCATION SERVICES

THIS AGREEMENT is made and entered into as of this 24th day of April, 2020, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, ("**COUNTY**"), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **INDEPENDENCE ACQUISITION & APPRAISAL, LLC**, a Florida limited liability corporation, ("**CONTRACTOR**") with offices located at 11030 N. US Highway 301, Thonotosassa, FL 33592, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as "Party."

WHEREAS, CONTRACTOR engages in the business of professional land acquisition and relocation services; and

WHEREAS, COUNTY has determined that it is necessary, expedient and in the best interest of COUNTY to retain CONTRACTOR to render the non-professional services described in this Agreement; and

WHEREAS, this Agreement is a result of CONTRACTOR'S submission of an offer in response to Request for Offer No. 20-R073049SR and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide non-professional services as described in Exhibit A, Scope of Services. "Task" as used in this Agreement, refers to particular categories/groupings of services specified in **Exhibit A**.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and four (4) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Fee Rate Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance Requirements

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

ARTICLE 3. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through April 30, 2024 unless terminated by COUNTY pursuant to Article 8, but not to exceed five (5) years.
- B. COUNTY reserves the right to extend the initial term of two (2) years for an additional one (1), three (3) year period not to exceed a total of five (5) years.

ARTICLE 4. COMPENSATION

- A. CONTRACTOR shall be compensated for all services rendered and expenditures incurred in providing the services specified in **Exhibit A**.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the services specified in **Exhibit A** at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the services shall be the responsibility of CONTRACTOR, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the percentage of the Work that has been completed or CONTRACTOR’S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County

Procurement Code and Article 10 of this Agreement.

ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall appoint an Agent with respect to the services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to services covered by this Agreement. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate a different agent, provided that COUNTY is given advance written notice thereof.
- B. CONTRACTOR shall perform the work in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render services under this Agreement are duly qualified, registered, licensed or certified to provide the services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the services provided pursuant to this Agreement. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONTRACTOR shall not sublet, assign or transfer any services under this Agreement without prior written consent of COUNTY.
- G. COUNTY may require in writing that CONTRACTOR remove from the project any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.

ARTICLE 7. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to

the project that is useful in the performance of the Scope of Services.

- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR, and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

ARTICLE 8. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:
 - a. Failure to provide products or services that comply with the specifications herein or
 - b. that fail to meet COUNTY'S performance standards;
 - c. Failure to deliver the supplies or perform the services within the time specified in this Agreement; or
 - d. Work that is at a rate that disrupts the overall performance of this Agreement.
- 2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
- 3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
- 4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in

completing performance under this Agreement.

2. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop work on the date and to the extent specified;
 - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
 - c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
 - d. Continue and complete all parts of that work that have not been terminated.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed services.

ARTICLE 9. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of this Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Executing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition

to a new service provider or to COUNTY.

ARTICLE 10. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 11. COMPLIANCE WITH LAWS

All services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 12. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 13. MAINTENANCE OF RECORDS; AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S

performance. Such materials shall also be made available to COUNTY upon request for inspection purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. CONTRACTOR shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 14. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records that would ordinarily be required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide 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 from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

ARTICLE 15. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 16. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. INSURANCE

A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance

policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.

- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Procurement Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 18. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from this Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 19. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 20. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the agreement price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 21. KEY PERSONNEL

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Kelly Joslin, President

CONTRACTOR shall notify the COUNTY in writing within ten business days of any changes to the key personnel.

ARTICLE 22. SUB-CONTRACTORS

If CONTRACTOR receives written approval from the COUNTY to use the services of a sub-contractor(s), CONTRACTOR shall utilize the fees specified in **Exhibit B** for any subcontractors utilized in the provision of services.

ARTICLE 23. LIABILITY FOR NEGLIGENCE.

To the fullest extent allowed by law, the individuals performing services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONTRACTOR shall likewise be liable for negligent acts or omissions in the performance of services pursuant to this Agreement.

ARTICLE 24. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government
 Property Management Department
 Attn: Property Acquisition Division Manager
 1112 Manatee Avenue West
 Bradenton, FL 34205

Phone: (941) 748-4501
Email: joy.leggettmurphy@mymanatee.org

To CONTRACTOR: Independence Acquisition & Appraisal, LLC
Attn: Kelly Joslin
11030 N. US Highway 301
Thonotosassa, FL 33592
Phone: (813) 773-5400
Email: kjoslin@iaallc.com

ARTICLE 25. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-contractors of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with this Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 26. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 27. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 28. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and COUNTY'S requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 29. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption

Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR'S normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law.

ARTICLE 30. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 31. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 32. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 33. PATENT AND COPYRIGHT RESPONSIBILITY

Any material or design specified by CONTRACTOR or supplied by CONTRACTOR pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONTRACTOR shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONTRACTOR in the performance of the professional land acquisition and relocation services.

ARTICLE 34. AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 35. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 36. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 37. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 38. TIME

For purposes of computing any period of number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded, unless otherwise stated.

ARTICLE 39. AUTHORITY TO EXECUTE

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

INDEPENDENCE ACQUISITION & APPRAISAL, LLC

BY: Kelly Joslin

Printed Name: Kelly Joslin

Title: President/Managing Mbr

Date: 4/13/2020

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: Jacob Erickson

Printed Name: Jacob Erickson, MBA

Title: Interim Procurement Official

Date: April 24, 2020

Exhibit A, SCOPE OF SERVICES

1.01 SCOPE

Contractor shall furnish all administrative labor, legal services, supplies, licensing, transportation, and other components necessary to provide Professional Land Acquisition and Relocation Services that will meet the requirements of the Agreement.

1.02 GENERAL REQUIREMENTS

Contractor shall provide the following requirements:

- A. Establish and maintain an accurate and complete working file for each parcel utilizing the County's number system, while transmitting all original documentation to the County's representative on a weekly basis.
- B. Issue all applicable notices in accordance with County, State and Federal policies and procedures.
- C. Conduct negotiations for the acquisition of each parcel in accordance with all County, State and Federal policies and procedures.
- D. Submit fee quotes on a project by project basis and shall undertake to perform services only upon receipt of a blanket purchase release and/or work order form.

1.03 SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Review title searches provided, including title work on submerged lands, and verify all title work through confirmation with the owner and corroborating any discrepancies through County property rolls and other necessary records.
- B. Review right-of-way parcel sketches and construction plans provided by the County and provide comments when applicable.
- C. Verify legal descriptions, right-of-way maps, construction plans, survey (if provided) and appraisal reports correspond with each other.
- D. Provide any project alert letters and correspondence to property owners as directed.
- E. Provide notice to property owner by certified mail, if required, or any other notice letters requested by the County prior to the initiating of negotiations for purchase.
- F. Within thirty days of receipt of appraisal report, initiate negotiations by making purchase offer including approved market value estimate and if necessary, approved business damages. Requests to extend this time frame must be submitted within twenty (20) days of receipt of appraisal report.
- G. Conduct interviews with business owners to determine eligibility for potential damage claims and provide documentation to support or refute their eligibility.
- H. Conduct negotiations with business owners regarding business damages, based on approved business damage report as part of normal acquisition negotiations.

- I. Provide documents on all contacts with the property owners and their representatives.
- J. Submit suit information packages to the County on all parcels contained within a work request notice to proceed no later than ninety (90) days after date of issuance of the approved appraisal reports, unless an administrative settlement has been approved by the County. Contractor shall continue work until the order of taking to assist the County in reaching a settlement.

1.04 SETTLEMENTS AND CLOSING

Contractor services shall include but not be limited to:

- A. Receive and review counteroffers from property owners or their representatives for consideration by the County.
- B. Prepare justification and recommendations for administrative settlements and submit such recommendations to the County representative for approval and further handling.
- C. Conduct all necessary closings and all related activities including but not limited to:
 - i. Provide an update title search.
 - ii. Provide settlement letters, containing all terms and conditions negotiated with the property owner.
 - iii. Satisfaction of all liens and encumbrances.
 - iv. Recording of all title documents.
 - v. Collection of payment of prorated real estate taxes and documentary stamps, if required.
 - vi. Updated title search to be provided within twenty-four (24) hours prior to closing a parcel.
- D. Closing procedures within the County guidelines which may be modified at the sole discretion of the County.

1.05 RELOCATION ASSISTANCE

Contractor services shall include but not be limited to:

- A. Comply with all requirements, policies and procedures of the State of Florida Department of Transportation and Manatee County in providing Relocation Assistance
- B. Research, prepare and maintain the Relocation Needs Assessment Survey Plan. The plan is to include:
 - i. Relocation surveys.
 - ii. Accurate relocation schedules.
 - iii. Results of field interviews with available applicants.
 - iv. Inventories of demographic characteristics and needs of individuals, families and business operations to be displaced.
 - v. An inventory of likely business damage candidates.
 - vi. Inventories of comparable structurally safe and sanitary replacement dwellings available for sale or rent.
 - vii. Inventories of available business relocation sites for sale or rent.
 - viii. Current relocation cost estimates.

- C. Maintain an accurate and completed working file for each displace in accordance with the County's numbering system, while transmitting all original documentation to the County representative on a weekly basis.
- D. Issue notice of eligibility to all identified parties.
- E. Determine priority parcels based on relocation consideration and coordinate with appraisal and acquisition priorities.
- F. Present all relocation offers to all eligible parties.
- G. Provide advisory assistance to all eligible parties.
- H. Maintain up to date surveys of available replacement housing and business sites.
- I. Disclose availability of comparable housing and business locations.
- J. Prepare claims packages and submit to the County representative for approval.
- K. Review any relocation appeals and submit with response for the County's representative review.
- L. Provide field surveillance and documentation of business and residential relocations when required.
- M. Deliver warrants to displacees.
- N. Issue and deliver notices to vacate property.
- O. Notify the County representative of needs for eviction notices.

1.06 RECORDS MAINTENANCE

Contractor services shall include but not be limited to:

- A. Maintain all files and distribute all documents in accordance with the requirements of the County.
- B. Assist the County with the maintenance of the official records management files as necessary to assure the integrity of the files by delivering parcel documentation to the County representative on a weekly basis.
- C. Turn over all files to the County upon completion of the project or as requested by the County.
- D. All files shall be accessible and available to the County.

1.07 PRODUCTION CONTROL

Contractor services shall include but not be limited to:

- A. Develop and maintain a production reporting system tracking all critical events, both scheduled and actual, for each parcel on the project.
- B. Report on the complete status of right-of-way production on the project on a weekly basis. Relate current status to overall project schedule, noting executions and suggesting actions required to correct schedule exceptions. A bi-weekly production meeting with the County representative is required.
- C. Provide production information in a format acceptable to the County's representative that is necessary to main the County's right-of-way control system and other production control systems.
- D. Be responsible for preparing all documentation necessary for the initial right-of-way certification, as well as updates deemed necessary by the County.

1.08 LITIGATION SUPPORT – ACQUISITION AGENT

Upon request by the County, Contractor shall perform litigation support services on the assigned parcels as set forth by the County. Litigation services may include, but will not be limited to the following:

- A. Compile and prepare a defendants list, including but not limited to:
 - i. Owners.
 - ii. Lien holders.
 - iii. Easement holders.
 - iv. Tenants.
 - v. Business owners.
 - vi. All other parties that may have an interest in subject property.
- B. Pre-trial or pre-hearing preparation.
- C. Participation in mediation proceedings.
- D. Preparation of court exhibits.
- E. Attendance at depositions, pre-trial, or other court hearings.
- F. Appearance at Order of Takings or trials.
- G. Any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court including but not limited to production requests.

1.09 APPRAISAL SERVICES

Contractor services shall include but not be limited to:

- A. Perform all the services necessary to determine the market value of the parcels identified in any work order form and deliver three (3) copies and one (1) compact disc (CD) or universal serial bus (USB) drive of a written appraisal report for each parcel to the County.
- B. Determine any applicable costs to cure and severance damages and inform the County in writing of any perceived business damages and any environmental issues.
- C. Perform all services and prepare all report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).
- D. Be responsible for the preparation and submission of all appraisals required on parcels assigned.
- E. Provide all final plans, documents, reports, studies and other data prepared by Contractor to bear the endorsement of the appraiser or of a person in the full employ of Contractor. Unless otherwise instructed by a County representative, each appraisal report is to be permanently bound on the left with plastic comb binding and the pages shall measure 8 ½ x 11.
- F. Submit a complete written appraisal report to the County representative no later than the delivery date set forth in the applicable work order form. The County representative may, by letter of extension, extend a due date set forth in a work order form or any due date for correction of appraisal deficiencies, provided there are no changes in compensation or scope of work.
- G. Extensions requested by Contractor must be by written request, explaining in detail why such extension is necessary. The County representative will acknowledge acceptance or denial of Contractor's request in writing.

- H. For late delivery of an appraisal report, an update report, or requested correction of appraisal report deficiencies, Contractor shall pay liquidated damages to the County. Liquidated damages will be deducted from the Contractor's fees at the rate of one percent (1%) of the fee set forth in the applicable work order form per calendar day between the due date and the date on which the report correction is received by the County.

1.10 DATE OF VALUATION

- A. Unless otherwise agreed in writing by the County, the date of value must be the same as the last property inspection by Contractor or the date of the taking, as appropriate.

1.11 CORRECTION OF DEFICIENCIES

Contractor shall:

- A. Correct appraisal deficiencies at no cost to the County. NOTE: Failure of Contractor to correct appraisal deficiencies within twenty-one (21) days of notification by the County will result in liquidated damages assessed to Contractor.
- B. If an extension of time is granted in writing by County, the date of valuation shall be no more than twenty (20) days prior to receipt of the corrected appraisal report by the County. NOTE: The twenty (20) days prior to receipt date of value requirements does not apply to date of taking appraisal reports.

1.12 COUNTY RESPONSIBILITIES

The County shall:

- A. Reserve the right to add or delete services as required.
- B. Provide construction plans to Contractor as they become available.
- C. Provide parcel sketches to Contractor as they become available.
- D. Provide right-of-way maps to Contractor as they become available.
- E. Review Contractor's reports and services performed under the Agreement and notify Contractor of deficiencies within twenty (20) days of the receipt thereof, or the invoice shall be processed for payment. Failure to correct deficiencies shall result in default regardless of payment having been made.
- F. Approve a report requiring correction for payment within twenty (20) days from receipt of acceptance corrections.
- G. The County reserves the right to utilize the services of property acquisition and relocation professionals who may not be included in the service agreement.
- H. County has the right to visit the assigned parcels for inspection of the real estate being appraised by Contractor.
- I. Be entitled to details regarding the status of work being done by the Contractor.

1.13 WORK ORDER FORMS

- A. Contractor's work order form shall include but not be limited to:

- i. The parcel(s) of real estate to be appraised.
 - ii. Delivery due date for appraisal reports.
 - iii. Type of property interest to be appraised.
 - iv. Appraiser fee either a lump sum or a fee per parcel, depending upon the structure of the project.
- B. In preparation of tracings, plans, specifications, maps and reports all shall be considered works made for hire and become the property of the County without restriction and limitation.
 - C. Copyright of material or product development by Contractor is not allowed under this Agreement.
 - D. Contractor must notify the property owner(s) prior to visiting the site to be appraised on the work order form.
 - E. Maintain coordination and communication with the County at all times.

1.14 SUB-CONTRACTORS

In the event Contractor utilizes the services sub-Contractors necessary for any given work, the costs associated with the sub-Contractor shall be reflected in the Contractor's initial fee quote for the project.

1.15 ACCESSIBILITY

Contractor shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Contractor shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Contractor shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT A

**EXHIBIT B - FEE RATE SCHEDULE
AGREEMENT NO. 20-R073049SR
PROFESSIONAL LAND ACQUISITION AND
RELOCATION SERVICES**

**Independence Acquisition
& Appraisal, LLC
Thonotosassa, FL**

Item	Job Title	Price Per Hour
1	Senior Acquisition Agent	\$125.00
2	Acquisition Agent	\$110.00
3	Senior Relocation Agent	\$125.00
4	Relocation Agent	\$110.00
5	Asbestos	\$125.00
6	Chief Engineer	\$150.00
7	Appraiser	\$150.00
8	Land Planner	\$150.00
9	Secretary / Clerical	\$61.00
10	Principal	\$160.00
11	Project / Contract Manager	\$150.00

EXHIBIT C, AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME]
Kelly Joslin, as [INSERT TITLE]
President of [INSERT CONTRACTOR NAME]
IAA, with full authority to bind (hereinafter

"CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 20-R013049SR for Professional Land Acquisition and Relocation Services

DATED this 14th day of April, 20 20.

Kelly Joslin
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 14th day of April, 20 20, by [NAME] Kelly Joslin, as [TITLE] President of [CONTRACTOR] IAA. He / She is personally known to me or has produced _____ [TYPE OF IDENTIFICATION] as identification.

Denise Escobosa
Notary Signature
Commission No. GG 135578



DENISE ESCOBOSA
Commission # GG 135578
Expires December 3, 2021
Bonded Thru Budget Notary Services

EXHIBIT D, INSURANCE AND BOND REQUIREMENTS

REQUIRED INSURANCES

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$100,000 Disease Policy Limit

Worker's Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder’s Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder’s Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name ‘Manatee County, a political subdivision of the State of Florida’ as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper's Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee's Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during

transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. General Insurance Provisions Applicable To All Policies:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence

of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.

- k. The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.
- l. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law. \
- m. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: 4/13/2020

Consultant Name: Independence Acquisition + Appraisal, LLC

Authorized Signature: Kelly Jose

Printed Name/Title: Kelly Joslin / President / Managing Mbr

Insurance Agency: Insurica / Work Comp Partners

Agent Name: Bill Orcutt / Steve Solomon

Agent Phone: (405) 556-2260 / (813) 747-7490

Please return this completed and signed statement with your agreement.