

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050494

1. ACTION REQUESTED/PURPOSE:

Award Service Provider Agreement for CN-05-05 AFFORDABLE HOUSING METHODOLOGY, Contract No. 3088 to Clarion Associates for a Not-to-Exceed amount of \$99,310.00. Contract completion time is November 7, 2005.

2. WHAT ACTION ACCOMPLISHES:

Consultant who will develop a legally supportable methodology that will accurately and reasonably assess the impacts of commercial developments on affordable housing and provide the means to adequately mitigate these impacts.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval

4. Departmental Category:

C4c

5. Meeting Date:

4-26-05

6. Agenda:

- Consent**
- Administrative**
- Appeals**
- Public**
- Walk-On**

7. Requirement/Purpose: (specify)

- Statute**
- Ordinance**
- Admin. Code** AC-4-4
- Other**

8. Request Initiated:

Commissioner
Department Community Development
Division M. Gibb's
By: Mary Gibbs, Director

9. Background:

On February 15, 2005, the Board of County Commissioners approved the ranking of consultants and authorized negotiations to commence with the number one ranked firm. The ranking was as follows: (1) Clarion Associates; (2) James Duncan and Associates; (3) Fishkind & Associates, Inc., and (4) Center for Urban Policy Research (CUPR).

Contract Negotiations were successful with the number one firm, Clarion Associates and requires Board approval of the final agreement.

Funds are available in account string: GC5190315500.503190

Attachment: Two (2) original SPA's for execution

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i> 4/12/05	Analyst <i>[Signature]</i> 4/13/05	Risk <i>[Signature]</i> 4/13/05	Grants <i>[Signature]</i> 4/14/05	Mgn <i>[Signature]</i> 4/14/05

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

Rec. by CoAtty
Date: <i>4/12/05</i>
Time: <i>4:05</i>
Forwarded To: <i>[Signature]</i>
<i>4/13/05</i>

Forwarded To:
Time:
Date:
Rec. by CoAtty

RECEIVED BY COUNTY ADMIN. <i>PK</i>
<i>4-13-05</i>
<i>11:00 am</i>
COUNTY ADMIN FORWARDED TO: <i>PK</i>
<i>4-14-05</i>
<i>3:45 pm</i>

SERVICE PROVIDER AGREEMENT

#3008

This SERVICE PROVIDER AGREEMENT is made and entered into this _____ day of _____, 2005, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Clarion Associates hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the consulting services of said PROVIDER as further described herein; referred to as AFFORDABLE HOUSING METHODOLOGY and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated March 8, 2005, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES
(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review; approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS. The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated March 8, 2005, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges.

Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or

subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated March 8, 2005, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States, when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater

- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
 - (A) The name and type of policy and coverages provided;
 - (B) The amount or limit applicable to each coverage provided;
 - (C) The date of expiration of coverage.
 - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
 - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$100,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$ N/A
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self-insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and

amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Mary Gibbs, DCD Director

17.2 NOTICES BY AUTHORITY TO PROVIDER. All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Clarion Associates
1526 E. Franklin Street, Ste 102
Chapel Hill, N.C. 27514
Phone: (919) 967-9188
Fax: (919) 967.9077
Attention: Craig Richardson

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty(30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: _____
Chairman

DATE:

APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

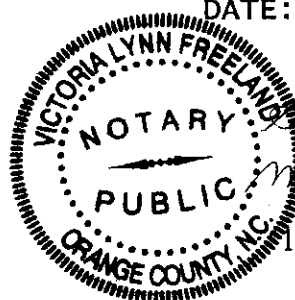
ATTEST:

[Signature]
(Witness)
[Signature]
(Witness)

Claron Associates
(CONSULTANT)
BY: [Signature]
(Authorized Signature)
Principal and Vice President
(Title)

DATE: 4/6/05

CORPORATE SEAL:



Subscribed & sworn to before
me this 6th day of April 2005
Victoria Lynn Freeland
MCE 12/13/08

EXHIBIT A

Date: March 8, 2005

SCOPE OF SERVICES

for AFFORDABLE HOUSING METHODOLOGY

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

SCOPE OF SERVICES

Because there are legal, policy, and potentially data and feasibility issues involved in the development and implementation of a standardized methodology to assess the impact of new commercial development on affordable housing, it is suggested the project be divided into two phases.

Phase One: Developing a Policy Framework involves the development of a Policy Memorandum/Needs Analysis that evaluates the legal and policy issues and existing data needs relevant to the development of a methodology that determines the need for affordable housing created by commercial development. The Policy Memorandum/Needs Analysis outlines the options available for implementation (including the methodological approach), and recommends an approach.

Phase Two: Implementation, would only begin after the decision makers have directed Provider to move forward with implementation of a program. It involves preparation of two types of documents: (1) the Support Study for the affordable housing mitigation program and (2) the Implementing Legislation.

PHASE ONE: DEVELOPING A POLICY FRAMEWORK

TASK 1: PROJECT INITIATION AND SCOPING

A. Initial Review of Key Documents; Project Initiation Meeting; Reconnaissance

After reviewing all relevant local housing data, employment data, real estate data, codes, ordinances, plans, and other documents, Provider will meet with County planning staff and other County staff and officials, as appropriate, to discuss overall project goals, discuss data deficiencies, conduct interviews, undertake reconnaissance, and hold a kick-off meeting. The interviews will involve an initial discussion of project goals, and community needs, as well as a discussion of local data, and the county's existing housing programs. The interviews will be conducted with key staff, elected and appointed officials (if appropriate), members of the development community, and other stakeholders. These discussions will give Provider a better understanding of project goals, existing data, and the existing regulations. Finally, team members will conduct a kick-off meeting with the County Affordable Housing Committee, Board of County Commissioners, and the public (as appropriate). The purpose of the kick-off meeting will be to inform the public and County officials about the project, its schedule and general goals, and receive input.

B. Public Participation

In this scope of services, public participation involves regular meetings with the County Affordable Housing Committee (the Advisory Committee), and public workshops at important steps during the process with the Board of County Commissioners, and, if appropriate, the public.

TASK 1: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Preliminary data, plan, code, ordinance, plan, other document, and County record review
- Meetings with key County staff
- Interviews with Board of County Commissioners and selected stakeholders (as appropriate)
- Reconnaissance, with staff, to see how issues are playing out
- Finalize overall project goals

County Staff:

- Organize interviews
- Participate in interviews as appropriate
- Organize meetings with County Affordable Housing Committee, Board of County Commissioners, and public
- Send copies of current data, plans, regulations, and other relevant documents to Provider

Trips

One, two-day trip to Lee County to meet with staff, conduct reconnaissance, conduct interviews, and conduct meetings with Advisory Committee, BCC, and public

Schedule

Completed by June 6, 2005.

TASK 2: POLICY MEMORANDUM/NEEDS ANALYSIS

A. Draft Policy Memorandum/Needs Analysis

After completion of Task 1, Provider will prepare a Policy Memorandum/Needs Analysis. The issues evaluated in the Policy Memorandum/Needs Analysis will include sections addressing:

- The legal limitations (constitutional, federal and state) for the development of an affordable housing methodology for commercial development;
- The quality and quantity of data available to develop the methodology and implement the program (so any data deficiencies that might exist are identified, with an explanation of how it will effect program design);
- A survey of the approaches and methods used by local governments in Florida and across the nation in developing affordable housing mitigation programs;
- Affordable housing goals and an LOS standard;
- An analysis of the need for affordable housing created by new commercial development in the county;
- Identification of any institutional or political limitations on a program;
- Options for how the methodology could be structured, given existing technical, data, legal, and other limitations in the county, the pros and cons of each option, and proportionality issues that might arise under each option; and
- A recommended framework and methodology to use for the program.

It is possible to design an affordable housing methodology for the commercial component using national, state, and local data. The most basic components of the analysis would be done in the following way.

- First, affordable housing goals and an LOS standard will be recommended. This part of the analysis will address what percent of the work force should be provided housing in the county. It will also identify the target population for the program (e.g., those making 80% of median household income).
- Second, the number of employees per 1,000 square feet would be determined, by land use type, distinguishing by the type of land use (e.g., banks versus restaurants, versus hotels).
- Third, the earnings of the employees will be evaluated, to establish their need (based on income) for affordable housing, by land use type. This analysis will also establish the nexus between new commercial development and the nature and extent of affordable housing needs (information should be available through the ES 2002 data).

B. Revised Policy Memorandum/Needs Analysis

After completion of a draft of the Policy Memorandum/Needs Analysis, it will be circulated to County staff for review and comment. Subsequently, Provider will conduct a conference call with County staff to receive comments and reach consensus about revisions to the draft Policy Memo/Needs Analysis, and then make the agreed upon changes.

TASK 2: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Written Policy Memorandum/Needs Analysis
- Revised Policy Memo/Needs Analysis, based on County staff comments

County Staff:

- Review and provide comments on Policy Memorandum/Needs Analysis

Trips

None

Schedule

Completed July 15, 2005

TASK 3: WORK SESSION ON POLICY MEMORANDUM/ NEEDS ANALYSIS

After County staff review and comment on the Policy Memo/Needs Analysis and revisions by Provider, Provider will conduct meetings with the Advisory Committee and the Board of County Commissioners to discuss the Policy Memo/Needs Analysis. After a discussion and dialogue on the Policy Memo/Needs Analysis, Provider will receive direction on the appropriate approach and methodological framework from the County.

TASK 3: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Conduct work session on Policy Memorandum/Needs Analysis with Advisory Committee and Board of County Commissioners; receive input and direction

County Staff:

- Organize work sessions with Advisory Committee and Board of County Commissioners

Trips

- One, two-day trip to Lee County to meet with Advisory Committee, Board of County Commissioners

Schedule

Completed: August 8, 2005

PHASE TWO: IMPLEMENTATION –

TASK 4: SUPPORT STUDY

A. Draft Support Study

The Support Study will be used to provide the technical support for the affordable housing mitigation program imposed on commercial development. It will use and refine the methodology agreed to in Phase One, calculate appropriate mitigation, and explain how mitigation will be administered.

More specifically, after direction regarding the appropriate approach and methodology to use in Task 3, Provider will prepare The Support Study to support the mitigation program. It will require close coordination with the legal review, needs analysis, and methodological approach embraced in the Policy Memorandum/Needs Analysis. The analysis conducted in The Support Study will include several components:

- The establishment of a level of service standard and housing goal that identifies the amount and number of employees that will be provided housing, and the quality of affordable housing that will be provided under the program;
- A needs analysis, demonstrating that persons employed by the businesses in Lee County have a need for affordable housing, consistent with the established goals;
- An inventory of affordable housing, which will assist in evaluating current conditions;
- A forecast of the demand for affordable housing from future commercial and residential development;
- A section demonstrating the nexus or linkages between new commercial development (by type) and affordable housing needs (employees per 1,000 square feet of development) and the amount of housing that needs to be subsidized to make the housing affordable; and
- A section outlining and providing a management structure about the form and types of mitigation that should occur under the program (e.g., construction of units, dedication of land for affordable housing, conversion of units to affordable housing, in-lieu fees, etc.).

B. Revised Support Study

After completion of a draft of The Support Study, it will be circulated to County staff for review and comment. Subsequently, Provider will conduct a conference call with County staff to receive comments and reach consensus about revisions to the draft Support Study, and then make the agreed upon changes.

TASK 4: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Draft Support Study
- Revise Support Study, based on comments from County staff

County Staff:

- Review Support Study and provide written comments

Trips

None

Schedule

Completed by September 30, 2005

TASK 5: IMPLEMENTING LEGISLATION

Based upon the Policy Memorandum/Needs Analysis (Task 2), and the Support Study (Task 4), Implementing Legislation will be prepared, which will accompany the Study. It will be drafted so it can be incorporated into the County's Land Development Code. The Implementing Legislation will address issues like: the timing of mitigation, its form, credits, provisions relating to restrictions on units developed, locational requirements, size and material standards, conveyance requirements, independent fee calculations, refunds, appeals, study updates, and other provisions necessary to ensure due process and conformance with relevant case law.

After completion of a draft of the Implementing Legislation by Provider, it will be circulated to County staff for review and comment. Subsequently, Provider will conduct a conference call with County staff to receive comments and reach consensus about revisions to the draft Implementing Legislation, and then make the agreed upon changes.

TASK 5: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Draft Implementing Legislation
- Revise Implementing Legislation

County Staff:

- Review and comment on draft Implementing Legislation

Trips

None

Schedule

Completed by October 14, 2005

TASK 6: WORK SESSION TO PRESENT SUPPORT STUDY AND IMPLEMENTING LEGISLATION

After drafts of the Support Study and Implementing Legislation are prepared for public review, Provider will present them and answer questions at a work session with the Advisory Committee and the Board of County Commissioners. Provider will be available to conduct additional meetings on a time and materials basis.

TASK 6: RESPONSIBILITIES AND WORK PRODUCT

Provider:

- Conduct one work session on Support Study and Implementing Legislation with Advisory Committee and Board of County Commissioners

County Staff:

- Provide input on Support Study and Implementing Legislation
- Organize meetings with Advisory Committee and Board of County Commissioners

Trips

One, two-day trip

Schedule

Completed by November 7, 2005

Date: March 8, 2005COMPENSATION AND METHOD OF PAYMENTFor AFFORDABLE HOUSING METHODOLOGYSection 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P)
1	Project Initiation and Scoping	\$13,560.00	NTE	
2	Policy Memo/Needs Analysis			
	A. Draft Policy Memo	\$25,780.00	NTE	
	B. Revised Policy Memo	\$ 8,000.00	NTE	
3	Work Session on Policy Memo/Needs Analysis	\$ 7,440.00	NTE	
4	Support Study			
	A. Draft Support Study	\$18,110.00	NTE	
	B. Revised Support Study	\$ 7,000.00	NTE	
5	Implementing Legislation	\$11,980.00	NTE	
6	Work Sessions and Adoption	\$ 7,440.00	NTE	
		\$99,310.00	NTE	

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated March 8, 2005, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated NOT APPLICABLE, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

Date: March 8, 2005

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for AFFORDABLE HOUSING METHODOLOGY

(Enter Project Name from Page 1 of the Agreement)

CONSULTANT OR SUB-CONSULTANT NAME

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Craig Richardson	\$180.00 / hr		\$180.00 / hr
Don Elliott	\$160.00 / hr		\$160.00 / hr
Michele McGlyn	\$ 95.00 / hr		\$ 95.00 / hr
Jim Nicholas	\$150.00 / hr		\$150.00 / hr
Bill Higgins	\$190.00 / hr		\$190.00 / hr
Chris Cares	\$150.00 / hr		\$150.00 / hr

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT C

Date: March 8, 2005

TIME AND SCHEDULE OF PERFORMANCE
for AFFORDABLE HOUSING METHODOLOGY

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference AS Enumerated, in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	Project Initiation and Scoping	June 6, 2005	June 6, 2005
2	Policy Memo/Needs Analysis	July 15, 2005	July 15, 2005
3	Work Session on Policy Memo/Needs Analysis	August 8, 2005	August 8, 2005
4	Support Study	September 30, 2005	September 30, 2005
5	Implementing Legislation	October 14, 2005	October 14, 2005
6	Work Sessions and Adoption	November 7, 2005	November 7, 2005

Date: March 8, 2005

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for AFFORDABLE HOUSING METHODOLOGY

(Enter Project Name From Page 1 of This Agreement)

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority, or Women Business Enterprise (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
1.	Dr. James C. Nicholas		X			
2.	Bill Higgins, Esq.		X			
3.	RRC		X			

EXHIBIT E

Date: March 8, 2005

PROJECT GUIDELINES AND CRITERIA

for AFFORDABLE HOUSING METHODOLOGY

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

NONE

Date: March 8, 2005

AMENDMENT TO ARTICLES

For: AFFORDABLE HOUSING METHODOLOGY

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:
09/25/01

ACORD <small>TM.</small> CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 03/01/2005												
PRODUCER IRG - AFFINITY INSURANCE PARTNERS, LLC 7891 SHAFFER PARKWAY, SUITE 100 LITTLETON CO 80127	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED CLARION ASSOCIATES OF COLORADO 1700 BROADWAY-STE#400 DENVER CO 80290	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: The Hartford</td> <td></td> </tr> <tr> <td>INSURER B: Pinnacol Assurance</td> <td></td> </tr> <tr> <td>INSURER C: HOUSTON CASUALTY</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: The Hartford		INSURER B: Pinnacol Assurance		INSURER C: HOUSTON CASUALTY		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: The Hartford													
INSURER B: Pinnacol Assurance													
INSURER C: HOUSTON CASUALTY													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	34SBAFM1714	08/01/04	08/01/05	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000				
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	34UECRA4766	08/01/04	08/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <small>If yes, describe under SPECIAL PROVISIONS below</small>	4060755	07/01/04	07/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER \$
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE-EA EMPLOYEE \$ 100,000
C		OTHER: PROFESSIONAL LIABILITY	H704-14801	08/23/04	08/23/05	E.L. DISEASE-POLICY LIMIT \$ 500,000
						\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE \$5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS
 LEE COUNTY BOARD OF COUNTY COMMISSIONERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

LEE COUNTY BOARD OF COUNTY COMMISSIONERS
 ATTN: MARGARET RUHE LINCOLN
 CONTRACTS SPECIALIST
 LEE COUNTY CONTACTS MANAGEMENT

Attention: FAX: 239-335-2335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William R. Greer
 William R. Greer