

B230622KCW
Compost Brokerage Services
Winget Mill Composting, LLC

E1 Contract # _____

AGREEMENT FOR COMPOST BROKERAGE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Winget Mill Composting, LLC, a Florida company, whose address is 12801 Tower Road, Bonita Springs, FL 34135, and whose federal tax identification number is 82-3178748, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to sell class AA compost from The Lee County Solid Waste Biosolids Treatment Facility to the Vendor in connection with "Compost Brokerage Services" (the "sale"); and,

WHEREAS, the County issued Solicitation No. B230622KCW on September 22, 2023 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on November 16, 2023; and,

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing, and able to provide all such services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all services for the Project, a more specific description of the Project Scope of Services is set forth in Sections 1 through 8 of Scope of Work and Specifications of B230622KCW, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as-needed basis" for a five-year (5) period. Upon mutual written agreement, the parties may renew the Agreement, in whole or in part, for a renewal term of up to five (5) additional one-year periods. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

III. COMPENSATION AND PAYMENT

- A. Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.

IV. METHOD OF PAYMENT

- A. The County shall invoice the Vendor monthly on the per-ton rate for all pick-ups performed by the Vendor's agents during that month as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- B. Payment must be made from the Vendor to the County monthly by check or money order to "Lee County Solid Waste Division". Each check must be received by the fifteenth day of the following month for all materials received the previous month.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality of all services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its services, or if directed by County, supply a comparable replacement service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XI. In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

County's Representative

Name: John Barry
Title: Manager
Address: 12801 Tower Rd
Bonita Springs, FL 34135
Telephone: 239-390-1442
Facsimile: 239-390-1443
Email: Barryrecycling@aol.com

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: Sean Varnet

WINGET MILL COMPOSTING, LLC

Signed By: _____

Print Name: John Barry

Title: MGR.

Date: 11/29/23

LEE COUNTY

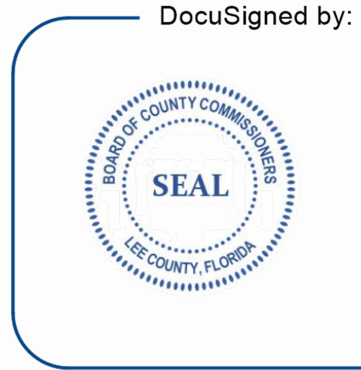
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Mike Greenwell
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CHAIR

DATE: 2/13/2024 | 11:38 AM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
Chris Jagodzinski
DEEAG59F178B449...
DEPUTY CLERK



APPROVED AS TO FORM FOR THE RELIANCE
OF LEE COUNTY ONLY:

DocuSigned by:
Amanda L. Swindle
EG9B5A6564DB473...
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE OF SERVICES

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide “as-needed” Broker services for Class AA compost from The Lee County Solid Waste Biosolids Treatment Facility.
- 1.2. Brokerage services shall include but is not limited to:
 - Marketing;
 - Buying and selling;
 - Arrangement and coordination for pickup and distribution;

2. BACKGROUND

- 2.1. Background:

Lee County’s biosolids treatment facility utilizes a windrow composting process to produce a Class AA compost product; with a permitted capacity to receive and process up to a proposed 17,250 dry tons per year (115,000 wet tons of biosolids at 15% total solids annual average). The facility currently distributes and markets the Class AA biosolids as OrganicLee® Compost under the Florida Fertilizer License #F001827 to end users exclusively throughout Florida. The facility does not distribute and market the Class AA biosolids outside of Florida. The County’s OrganicLee® Class AA biosolids product meets the criteria of 62-640.700 (5) F.A.C.

3. PRODUCT DESCRIPTION

- 3.1. Product Description:

Total Nitrogen (N).....	1.0%
0.03% Nitrate Nitrogen	
0.001% Ammoniacal Nitrogen	
0.1% Other/Water Soluble Nitrogen	
0.9% Water Insoluble Nitrogen	
Available Phosphate as (P2O5)	1.5%
Soluble Potassium as (K2O)	0.25%
Derived From: Composted Biosolids	

3.2. The attached Exhibit A- Compost Technical Data Sheet provides a more detailed description of the product.

4. MARKETING & SALES

- 4.1. Vendor shall be responsible for marketing up to 18,000 dry tons annually of OrganicLee® Compost throughout the state of Florida. All sales of OrganicLee® Compost shall be within the state of Florida.
- 4.2. Vendor shall contact County representatives to ensure compost availability prior to marketing and selling OrganicLee® compost.
- 4.3. Vendor shall purchase bulk compost from the County for resale.

- 4.4. Compost purchased shall be sold by the Broker only under the trademarks, tradenames, or logos of the Broker and not those of the County.
 - 4.4.1. Vendor and/or its Customers shall not use the name, trademark, logo, design, or commercial packaging of the County, including but not limited to the County's name, the trademark "OrganicLee®," or any phrase that is confusingly similar to the trademark "OrganicLee®," for any purpose.
 - 4.4.2. Alteration: Blending or other alteration requires the prior consent of the County.
- 4.5. Vendor shall coordinate with the county on all large orders above 5000 tons.
- 4.6. The County shall provide Vendor with the required product labeling, including disclosures in accordance with applicable law, and testing documentation upon request by the Vendor.

5. DISTRIBUTION

- 5.1. Vendor shall be responsible for arranging transportation and coordinating the delivery of the compost.
- 5.2. Vendor's agent shall weigh in and weigh out utilizing the County scales, unless other arrangements have been made, such as establishing tare weights with the County.
- 5.3. County shall provide Vendor and/or its agent with the sales transaction receipts, scale weight tickets measured in tons, and the appropriate compost product labels and disclosure notices. It is the Vendor's responsibility to provide the buyer of the compost with product labels and disclosure notices. Electronic copies of sales transaction receipts, scale weight tickets, product labels, and disclosure notices will be made available upon request by the Vendor.
- 5.4. Vendor's agent shall abide by all facility-posted site rules while at the County's compost facility, including the posted speed limit. Vendor's agent shall follow all directions given by facility operators during the loading process.
- 5.5. The County shall be responsible for loading compost materials into the Vendor's agent's vehicle for delivery. The County shall load desired materials up to the maximum allowable vehicle weight. It is the responsibility of the Vendor's agent to ensure their vehicle weight meets DOT standards. The County will not issue a weight ticket for loads that are over 88,000 gross lbs. and the Vendor's agent will need to adjust their load accordingly.
- 5.6. Vendor's agent shall be required to sign the County's Waiver and Release from Liability form (Exhibit B) prior to County staff loading the Vendor's agent's vehicle. Original forms signed by the Vendor's agent shall be kept on file at the Lee County Solid Waste facility for record-keeping purposes. Any agent of the Vendor who attempts to perform a pickup of compost and does not have the required and executed Waiver and Release from Liability form on file at the County's Solid Waste facility will be turned away.

6. HOURS OF OPERATION & LOCATION

- 6.1. The County's biosolids compost facility is located at 5500 Church Road Felda, FL 33930.
- 6.2. Hours of operation at the biosolids compost facility are Monday through Friday from 7:00 AM until 4:00 PM, excluding holidays.

6.2.1. The following is a list of holidays observed by the County:

- New Years Eve Day
- New Years Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

6.3. Vendor's agent must load compost on Monday through Friday between the hours of 7:00 AM and 3:00 PM. Agent's of the Vendor who arrive after 3:00 PM will be turned away.

6.4. The County reserves the right to adjust its operating hours at any time during the term of this Agreement.

7. PRICING

7.1. Unit pricing shall be for per ton amounts of OrganicLee® Class AA biosolids compost.

7.2. The Vendor shall be responsible for all costs associated with the Vendor's agent picking up, transporting, and delivering the biosolids product to the buyer of the compost.

8. METHOD OF PAYMENT

8.1. The measurement of compost sales shall be based on the tonnage of outbound biosolids compost loaded onto the Vendor's agents' vehicles and weighed out from the Lee County Solid Waste facility's truck scale records.

8.2. The County will provide the Vendor with a copy of the scale record for each load picked up by the Vendor's agents.

8.3. The County shall invoice the Vendor monthly on the per-ton rate for all pick-ups performed by the Vendor's agents during that month.

8.4. Vendor shall set up a charge account with the County.

8.5. Vendor shall pay the County within thirty (30) days of invoice. Late payments are subject to finance charges of 1% per month.

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

These are the conditions that are in relation to this solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the services on an "as-needed basis" for a five-year (5) period. Upon mutual written agreement, the parties may renew the Agreement, in whole or in part, for a renewal term of five (5) additional one-year periods. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. The County does not guarantee the Vendor a minimum amount of work. All biosolid compost sales are subject to availability throughout the term of this Agreement.

2. BASIS OF AWARD

- 2.1. As a revenue-generating Agreement, the award of this bid shall be awarded to the highest responsive, responsible Vendor per item meeting the requirements of the specifications and provisions set forth herein.

End of Special Conditions Section

**EXHIBIT B
FEE SCHEDULE**

<i>COMPOST BROKERAGE SERVICE AGREEMENT</i>			
Item	Description	Unit of Measure	Unit Price
A1	Brokerage Services for OrganicLee® Class AA Biosolids Compost	Ton	\$1.05

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **Under the Description of Operations, the following must read as listed:**

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 11/29/23

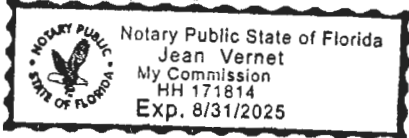
[Handwritten Signature]
Signature

STATE OF Florida
COUNTY OF Collier

John Berry MGR.
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 29th day of November, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FL DL
Type of Identification

[Stamp/seal required]



[Handwritten Signature]
Signature, Notary Public