

**AGREEMENT FOR  
COLLECTION AGENCY SERVICES FOR LEE COUNTY**

**THIS AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Professional Adjustment Corp. of S.W. FL., Inc., a Florida corporation, whose address is 14410 Metropolis Ave, Fort Myers, FL 33912 and whose federal tax identification number is 65-0877413, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase services from the Vendor in connection with "Collection Agency Services for Lee County" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP180128MRH on January 26<sup>th</sup>, 2018; and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on April 30<sup>th</sup>, 2018; 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 products and services for the Purchase, a more specific description of the Purchase is set forth in the Detailed Specifications of RFP180128MRH, and associated addenda. A photocopy of said section(s) is attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP180128MRH, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a one-year period with the

option to renew the Agreement for up to three additional one-year periods upon written mutual agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP180128MRH, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period. Alternatively, as described in Exhibit B, and at the County's sole discretion, the Vendor may retain its fees and remit the balance of monies collected to the County on a monthly basis to Lee County Clerk of Court, PO Box 2238, Fort Myers, FL 33902.

#### **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 A- Class VII 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 and functionality of all products supplied and 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 products, or if directed by County, supply a comparable replacement product or 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, [publicrecords@leegov.com](mailto:publicrecords@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.

**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.
- 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 fifteen (15) 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 subcontracts 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 XI. 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. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>Kimberly A. Cameron</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>14410 Metropolis Ave</u> <u>Ft Myers FL 33912</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>(239)437-0525</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>(239)437-1073</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>kcameron@pacswfl.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order (if any)
  3. Solicitation No. RFP180128MRH
  4. Vendor's Submittal in Response to Solicitation No. RFP180128MRH

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

WITNESS:

PROFESSIONAL ADJUSTMENT CORP. OF S.W.  
FL., INC.

Signed By: Brenda L. Holt

Signed By: Kimberly Cameron

Print Name: BRENDA L. HOLT

Print Name: Kimberly Cameron

Title: President

Date: 5/9/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 6-13-18

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Joyce Townsend  
DEPUTY CLERK

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

BY: Andrea Fraser  
OFFICE OF THE COUNTY ATTORNEY



## **EXHIBIT A DETAILED SPECIFICATIONS**

- I. Collection Agency Services under this Agreement shall be provided to the following accounts:
  - A. Lee County Emergency Medical Services
  - B. Fiscal Pool
  - C. Transit System
  - D. Solid Waste
  - E. Utilities
- II. Additional County departments requiring Collection Agency Services may be added at any time. Charges to the County shall be in accordance with the agreed upon rate for services defined in this Agreement.
- III. Services shall include, but not be limited to, the following:
  - A. The Vendor shall maintain sufficient staff and facilities to provide a full scope of collection services including, but not limited to, mail tracing.
  - B. If the County is unable to provide a driver's license number or social security number (SSN) in connection with an account sent to Vendor for collection, Vendor shall attempt to locate the debtor's information at no cost to County.
  - C. County shall turn over bad address accounts to Vendor within 45 days of the amount becoming past due.
  - D. Should litigation become necessary for Vendor to collect a past due amount, no action against the debtor may take place until the Vendor has completed a thorough credit study at no charge to County, and received prior written permission from the Lee County Attorney's Office.
  - E. Should County inadvertently accept payment on an account previously turned over to Vendor for collection, the County shall process a refund to the Vendor.
  - F. The Vendor attests that they shall obey all laws, standards, prudent business practices, and ethics in collecting accounts. Debtors shall not be subjected to undue intimidation or threats to secure collection.
  - G. The Vendor shall provide and pay for all materials, labor, attorney and/or legal fees, incidentals, and all other services and/or facilities of any nature whatsoever that may become necessary to execute, complete and deliver quality service.
  - H. The Vendor shall provide proof of registration through the Florida Office of Financial Regulation, pursuant to Florida State Statute Chapter 559, as a consumer collection agency in good standing with the state of Florida and appropriate local licensure, and shall maintain such registration and license throughout the term of this Agreement.
  - I. Vendor shall permit audits, as requested by County. County shall not be responsible for the costs of any audits, and Vendor must permit audits by any County internal/external auditors.

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**

- J. Vendor shall agree not to add, delete, or change in anyway, an account without prior written authorization from the County.
- K. Vendor shall submit a yearly report of all accounts received, collected and outstanding, including an explanation of all accounts that have not had any payment activity. The Vendor shall also be required to submit, no less than monthly, a list of all accounts it deems un-collectible with a detailed description of all collection efforts undertaken and rationale for conclusion to each County department utilizing collection services.
- L. Vendor shall be solely responsible for any lawsuits incurred as a result of its handling of County accounts.
- M. Vendor shall place all accounts on the National Credit Report within 45 days of no activity by the debtor and shall remain on report until account is paid in full or seven (7) years, even if account is returned to the County.
- N. The County reserves the right to remove any account from the list of delinquent accounts turned over to the Vendor. Such removal shall not preclude the Vendor from receiving the fee for any monies collected on the account prior to removal.

IV. Deliverables:

- A. Debtor Information: At a minimum, the County will provide the following information to the Vendor for each debtor.
  - i. The customer's name and/or guarantor if different than the person who received the service.
  - ii. Last known address and phone number.
  - iii. Social security number, Federal ID number or Driver's License number on record with the County.
  - iv. Amount due including any interest, late fees or finance charges.
  - v. Dates of service or last bill date from the County.
  - vi. Brief description of the debt.
  - vii. County department and account number, if applicable, for uncollected funds.
- B. Reports: Vendor shall submit a monthly activity report of all account balances and completed accounts to each of the County's departments that referred accounts, which shall be due no later than the fifteenth of each month for the prior month's activity.

The Vendor's monthly report shall include the following information for each collection account, at minimum:

- a. Account Activity:
  - i. The customer's name.
  - ii. Date and amount submitted to collection agency.
  - iii. Monthly payments.

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**

- iv. Balance due.
- v. County department applicable to collected/uncollected funds.
- vi. Number of customer contacts. County may request copies of contact verification from the Vendor at its discretion at no additional charge to the County.
- vii. Collection fee per account, per customer according to the accepted fee schedule.
- viii. Accounts deemed un-collectible or non-deliverable status.

b. Completed Accounts: (Accounts paid in full)

- i. Customer's name and account number, if applicable.
- ii. County Department applicable to collected funds.
- iii. Date, amount paid and annotation of account payment to collection agency or directly to Lee County.
- iv. Collection fee per account, per customer according to the accepted fee schedule.

C. The Vendor shall make payment to the County of all monies collected within thirty (30) days after the end of each calendar month during which said proceeds were collected, less the percentage agreed upon between the County and the Vendor.

V. **DEPARTMENT SPECIFIC GUIDELINES:** The Vendor acknowledges that different County departments may have different needs with respect to how the Services are provided and payment is made. In the event a department has specific requirements, the County department is to provide the Vendor with its specifications. The following County departments require the following specifications; additional specifications for these or other departments may be added, amended or deleted at any time upon the mutual written agreement of the parties.

A. Lee County Emergency Medical Services:

- i. If the Vendor obtains information on the customer's insurance, the Vendor shall return this information to the County's contracted billing vendor for processing.
- ii. All settlement offers will be presented to the County's Public Safety Department for consideration and to ensure consistency with billing and collection practices.
- iii. The Vendor shall be familiar with and adhere to the County's Administrative Code requirements pertaining to payment schedules with insurance companies.

B. Lee County Utilities:

**EXHIBIT A**  
**DETAILED SPECIFICATIONS**

- i. The County shall refer accounts to Vendor at 45 days from closing bill date.
- ii. The Vendor shall be able to import data in the report format provided by Lee County Utilities (LCU). LCU will not be responsible to format and/or input data into the Vendor's operating/tracking system.
- iii. The Vendor shall assign a dedicated account representative to LCU with an Eastern Time zone access via phone and/or email. All requests shall have a minimum of 24 hours' turnaround for questions and/or disputes.
- iv. All proceeds collected by the Vendor shall be remitted in their entirety to LCU. The Vendor shall not deduct any fees from amounts collected. LCU will then remit back to the Vendor their portion of collection fees, subject to the terms of this Agreement and as further described in Exhibit B.

## **EXHIBIT B FEE SCHEDULE**

For all debts collected on behalf of the County, the Vendor shall receive as payment for its services a total fee of 20% of the amount collected.

### **Method of Payment to Vendor**

#### **Utilities Collections Only:**

All proceeds collected by the Vendor shall be remitted in their entirety to LCU within thirty (30) days after the end of each calendar month during which said proceeds were collected. The Vendor shall not deduct any fees from amounts collected. The Vendor shall submit an invoice for payment each month, subject to the terms of this Agreement.

#### **All other Lee County Departments Collections:**

The Vendor shall make payment to the County of all monies collected within thirty (30) days after the end of each calendar month during which said proceeds were collected, less the Vendor's fee as described in this Exhibit B.

## **EXHIBIT C INSURANCE REQUIREMENTS**

**Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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)

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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

- d. **Errors and Omissions** - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit of bodily injury and property damage

- XVI. \*The required minimum limit of liability shown in a., b., and c. 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. "Verification of Coverage:**

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate **“Indemnification”** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.