

**AGREEMENT FOR
ITB160517LC, POPULATION CONTROL SERVICES FOR BLACK SPINY-
TAILED IGUANAS (CTENOSAURA SIMILIS) ON GASPARILLA ISLAND**

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 George Cera, a Florida sole proprietor authorized to do business in the State of Florida, whose address is PO Box 2238 Boca Grande, FL 33921, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase population control services for Black Spiny-Tailed Iguanas (*Ctenosaura Similis*) on Gasparilla Island from the Vendor in connection with "ITB160517LC, Population Control Services for Black Spiny-Tailed (*Ctenosaura Similis*) on Gasparilla Island" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, ITB160517LC on September 2, 2016; 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 October 26, 2016; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and 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 in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of ITB160517LC, a copy of which is on file with the County's Department of Procurement Management and is 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 be in effect for one (1) year. The

County reserves the right to renew this Agreement for up to three (3) additional one (1)-year periods, upon the mutual written agreement of both parties.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this 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 products and 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 ITB160517LC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. 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 nonappropriation 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 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, §218.70, et seq. F.S., 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 products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

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+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

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 §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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, <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.

Any change or substitution to the Vendor's key 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 claim or dispute including, but not limited to, actual period 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. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. 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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.
- E. 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.

F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. 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>George Cera</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>Owner</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>PO BOX 2238</u> <u>Boca Grande, FL 33921</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>941-830-4266</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>None</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>theiguanahunter@aol.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.

I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

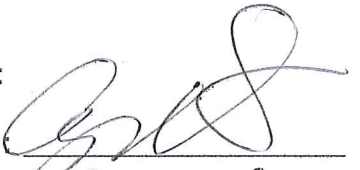
1. Agreement
2. County's Purchase Order
3. ITB160517LC, Population Control Services for Black Spiny-Tailed Iguanas (*Ctenosaura Similis*) on Gasparilla Island.
4. Vendor's Submittal in Response to ITB160517LC

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

WITNESS:

Signed By:

Print Name:


Cindy Crespo
11/21/2016


GEORGE CERA

Signed By:

Print Name:

Title:

Date:



George Cera
owner
11-21-2016

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

DATE:


CHAIR
1/27/17

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY:

Deputy Clerk

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

BY:

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

SCOPE OF WORK

Work under this contract will consist of providing population control services for Black Spiny-Tailed Iguanas on Gasparilla Island (Lee County portion only). Population control services shall include appropriate methods of capture, removal, euthanasia, and disposal of Black Spiny-Tailed Iguanas on private and County owned property on Gasparilla Island.

The Contractor shall provide 40 hours of population control services per week. Work may be performed any day of the week; Monday through Sunday. Work may ONLY take place during daylight hours and may NOT take place after dark. Contractor is required to provide **daily** timesheets to the Lee County MSTBU representative. Timesheets may be submitted electronically and must be provided in a format that is acceptable to the MSTBU representative and is subject to change.

Emergency services may also be requested under this contract. Emergency services shall include: urgent requests from property owner(s) or Lee County personnel to handle specific iguana removal after dark. Such services shall be completed at the standard hourly rate. Property release forms must be received for any emergency service performed on private property.

CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

All methods used for trapping, euthanasia (including shooting), and disposal must follow all federal, state, and local laws, ordinances, and guidelines. Guidelines of the Florida Fish and Wildlife Conservation Commission (or equivalent governing body) shall be closely followed regarding all population control methods used. It shall be the Contractor's sole responsibility to maintain up-to-date with any changes in regulations that would affect services provided under this contract; inclusive of licensing or permitting requirements.

Following Florida law, all traps and snares must be checked at least once every 24 hours. Any non-target wildlife captured shall be immediately released at the site of capture.

Services will be performed on County and privately owned property ONLY. No trapping or control services may be performed on privately owned property without prior written approval received from the property owner(s). It is the sole responsibility of the Contractor to verify land ownership and seek appropriate written authorization. Should ownership of a property change for any reason such as sale or transfer the Contractor must receive new written authorization from the new property owner(s) prior to completing any population control services.

A property authorization form is attached (Form 11) for use by the awarded Contractor. Upon receipt of Notice to Proceed or equivalent Purchase Order, the Contractor must issue this authorization form to all potential private property owners within 60 days. No services are allowed on private property that does not have an authorization form on file with the Community Center. Forms returned directly to the awarded Contractor must be dropped off at the Community Center.

No trapping or control services will be allowed on State-owned property without prior approval and permit issued from the Florida Department of Environmental Protection (or equivalent governing body). A copy of any approval and/or permit received from the FDEP or equivalent governing body shall be furnished to the County MSTBU representative prior to providing any services on State-owned property.

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES

Contractor shall exercise care to avoid damage to public and private properties. Any damages caused to County, private, or State owned land as a result of services provided under this contract shall be repaired or replaced at no costs to the County or landowner. Contractor will be solely responsible for any restitution payments that result from land or property damages.

After trapping, the Black Spiny-Tailed Iguanas must be euthanized on Gasparilla Island. **NO LIVE IGUANAS SHALL BE PERMITTED TO LEAVE GASPARRILLA ISLAND.** Euthanasia and/or shooting of iguanas shall be humane as defined by and follow regulations of the American Association of Zoo Veterinarians, the American Veterinary Medical Association, and the Florida Fish and Wildlife Conservation Commission.

Contractor must assign one (1) person/trapper to serve as main point of contact and principal trapper for this contract. Trapper assigned to contract must be listed on all property permission forms. Any changes in principal trapper must be authorized through Lee County MSTBU rep and will require new private property access authorizations completed by property owner(s).

Population control services provided for this contract shall be year round. The County reserves the right to establish a specified "hunting period" at its sole discretion. Any such change shall be provided to the awarded Contractor in writing.

The County reserves the right to request carcass verification at any time during contract life.

Contractor invoicing must include a detailed tally report of removals completed. Tally report must contain at minimum: number of adults, number of juveniles, number of hatchlings, and number of clutches (must provide egg count) removed along with the associated dates of removal.

The County reserves the right to determine if sufficient progress is being made in the reduction of population. The Contractor is responsible for determining and providing the type and amount of equipment and labor necessary to complete this contract.

All services must be conducted with adequate safety precautions to protect the operator, public, and non-targeted species.

Should the Contractor provide trapping or euthanasia services for island property owners outside of this quote; it will be the Contractor's responsibility to segregate the time used to trap those iguanas from the work done for the County. Any attempts to obtain payment for hours worked outside of this quote shall be grounds for immediate termination of the Contractor's award of this quote. The County reserves the right to confirm hours serviced with private property owners.

Contractor is prohibited from selling of any iguana meat, parts of iguanas, or live iguanas (including eggs) captured and/or euthanized through Lee County contract. Lee County reserves the right to terminate any contract where a contractor is found to be selling iguanas and or remains procured through the Population Control contract.

All invoicing must contain total of hours work for period of invoice.

EXHIBIT B FEE SCHEDULE

Ver 09/15/2016

Form 1a - Proposal Form (not applicable for CCNA solicitations)



Lee County Procurement Management
PROPOSAL FORM

Company Name: George Cera
Solicitation # ITB 160517LC **Solicitation Name** Population Control Services for Black Spiny-Tailed Iguanas (Ctenosaura Similis) on Gasparilla Island

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications.

Term

If awarded, the terms of this solicitation shall be in effect for one (1) year beginning October 1, 2016 or soon thereafter. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to three (3) additional one (1) year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

Services shall begin within 30 calendar days after receipt of Notice to Proceed or Purchase Order. Services may not begin prior to October 1, 2016 or prior to receipt of Notice to Proceed or equivalent Purchase Order.

Pricing

Pricing shall be provided as an hourly rate based on a 40 hour work week (Monday - Sunday) and shall be inclusive of all labor, materials, equipment, overhead, profit, transportation expenses, tolls, and any other incidental costs required to perform and complete all work as specified herein.

Hourly Rate charged shall serve for both general times of need (IE: Monday to Sunday - Daylight Servicing) as well as during emergency situations (IE: Nightly and/or Specialty Service).

Population Control Services for Black Spiny-Tailed Iguanas On Gasparilla Island			
ITEM	DESCRIPTION	UNIT	AMOUNT
Population Control Services			
1	Provide all labor, materials, and equipment necessary to provide population control services as described within ITB 160517LC, Population Control Services for Black Spiny-Tailed Iguanas on Gasparilla Island.	HOURLY RATE	\$ <u>47.25</u>
<small>*Hourly rate is based on a 40 hour work week as defined above.</small>			

HOURLY RATE: Forty seven dollars & 25/100
(Use Words to Write Hourly Rate Charge)

PRINCIPAL TRAPPER	
NAME:	<u>George Cera</u>
PHONE:	<u>941-530-4266</u>
EMAIL:	<u>theiguanahunter@aol.com</u>
ALT PHONE:	

EXHIBIT C
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:
 - \$500,000 per occurrence
 - \$1,000,000 general aggregate
 - \$500,000 products and completed operations
 - \$500,000 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:
 - \$500,000 combined single limit (CSL)
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 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:
 - \$100,000 per accident
 - \$100,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; 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:

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

EXHIBIT C
INSURANCE REQUIREMENTS

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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  KATHY NASH STATE FARM AGENCY 3691 TAMIAMI TRAIL PUNTA GORDA, FL 33950	CONTACT NAME: KATHY NASH PHONE (A/C, No, Ext): 941-637-6001 E-MAIL ADDRESS: BIANCA@KATHYNASHSF.COM	FAX (A/C, No): 941-637-4856
	INSURER(S) AFFORDING COVERAGE	
INSURED GEORGE CERA PO BOX 2238 BOCA GRANDE, FL 33921	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		D40 0203-C02-59B	09/02/2016	03/02/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS

CERTIFICATE HOLDER**CANCELLATION**

LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

GEORG15

OP ID: KT

DATE (MM/DD/YYYY)

11/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ITALIANO INSURANCE-BOCA P. O. Box 1406 Boca Grande, FL 33921 Italiano Insurance Services In	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED George Cera P O Box 2238 Boca Grande, FL 33921	INSURER A : Scottsdale Insurance Co.	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			CPS2168182	03/04/2016	03/04/2017	EACH OCCURRENCE	\$ 500,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 500,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 1,000,000
								PRODUCTS - COMP/OP AGG	\$ 500,000
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OT-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Pest Control. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials, have been named as additional insured on the above listed General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nelson A. Halpin

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A.M. Best Rating Services

Scottsdale Insurance Company (?)

A.M. Best #: 003292 NAIC #: 41297 FEIN #: 311024978

Administrative Office

8877 North Gainey Center Drive
Scottsdale, AZ 85258-2108

[United States](#)

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Web: www.scottsdaleins.com

Phone: 480-365-4000

Fax: 480-483-6752

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [002358 - Nationwide Mutual Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 07, 2016
Initial Rating Date:	June 30, 1983

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 07, 2016
Initial Rating Date:	May 03, 2006

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Raymond Thomson, CPCU, AR, ARM
Senior Director: Gregory T. Williams

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Affirms Ratings of Nationwide Mutual Insurance Company and Its Key Operating Subsidiaries](#)
July 07, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1983.

A.M. Best Rating Services

State Farm Mutual Automobile Insurance Company (2)

A.M. Best #: 002479 NAIC #: 25178 FEIN #: 370533100

Domiciliary Address

One State Farm Plaza
Bloomington, IL 61710
[United States](#)

Web: www.statefarm.com

Phone: 309-766-2311

Fax: 309-766-4655



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [002479 - State Farm Mutual Automobile Ins Co](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 16, 2016
Initial Rating Date:	June 30, 1927

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 16, 2016
Initial Rating Date:	June 11, 2007

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Michael T. Venezia

Senior Director: Gregory T. Williams

Disclosure Information



View A.M. Best's [Rating Disclosure Form](#)



[A.M. Best Upgrades Ratings of State Farm Fire & Casualty Co.; Affirms Ratings of State Farm Mutual and Other P/C Subsidiaries](#)
June 16, 2016

Rating History

A.M. Best has provided ratings & analysis on this company since 1927.