

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

Blue Sheet No. 20061216

1. ACTION REQUESTED/PURPOSE: Approve the Automobile Lease between Administrative Office of the Courts of the Twentieth Judicial Circuit and Lee County.

2. WHAT ACTION ACCOMPLISHES: Supplements Interlocal Agreement between the Administrative Office of the Courts and Lee County relating to the leasing of county-owned vehicles.

3. MANAGEMENT RECOMMENDATION: Approve Automobile Lease.

4. Departmental Category: 12 **C12A** **5. Meeting Date:** **October 10, 2006**

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Statute	<input type="checkbox"/>	Commissioner	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Department	County Attorney
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>	Division	General Services
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>	By:	
			Andrea R. Fraser, Chief Assistant County Attorney	

9. Background:

On May 30, 2006, the Board of County Commissioners (BOCC) approved the Interlocal Agreement between Administrative Office of the Courts of the Twentieth Judicial Circuit and Lee County (Attached) which approved the use of the County's Federal Employer Identification Number (FEIN) by Court Administration for those positions funded by the County, for federal and state reporting purposes only. Pursuant to Section V. Insurance, Part D., any vehicle in custody of the Administrative Office of the Courts of the Twentieth Judicial Circuit of the State of Florida (AOC) but owned by the County would be leased to AOC under separate agreement. Part C., same Section V. Insurance states that AOC shall be liable for their own automobile liability and physical damage insurance effective October 1, 2006.

ATTACHMENTS: (3) Original Automobile Lease Agreement Between Administrative Office of the Courts of the Twentieth Judicial Circuit and Lee County.

Interlocal Agreement A12a, approved 5-30-06 Between Administrative Office of the Courts of the Twentieth Judicial Circuit and Lee County

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<i>Andrea Fraser</i>	Analyst	Risk	Grants	Mgr.	
				<i>Fraser</i>	<i>9/28/06</i>	<i>9/28/06</i>	<i>9/28/06</i>	<i>9/28/06</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
FORWARDED
TO CO. ADMIN.
9/28/06

RECEIVED BY
COUNTY ADMIN:
9/28/06 10:30 am
COUNTY ADMIN
FORWARDED TO:
9/28/06
4pm

**AUTOMOBILE LEASE
BETWEEN ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH
JUDICIAL CIRCUIT AND LEE COUNTY**

This Automobile Lease ("Lease") is made this ____ day of _____, 2006, by and between the **ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA** (hereinafter referred to as "Lessee") and **LEE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision and charter county of the State of Florida, (hereinafter referred to as "Lessor"). Lessor and Lessee hereby agree as follows:

1. This lease is subject to the provisions of the Interlocal Agreement between the Administrative Office Of The Courts Of The Twentieth Judicial Circuit and Lee County Board of County Commissioners (hereinafter referred to as "Interlocal Agreement") signed on May 30, 2006. The Lessee and Lessor to this Lease agree that the Interlocal Agreement is incorporated herein by reference, and agree that no term or condition of this Lease may be interpreted as having any meaning inconsistent with, or superseding, the terms and conditions of the Interlocal Agreement.

2. Lessor hereby leases to the Lessee the automobiles listed in Exhibit "A". The term and rent shall commence on the 1st day of October 2006. The Exhibit "A" will be updated regularly by Lessee and sent to Risk Management in order for the Agreement to be current.

3. Lessee will keep and maintain the automobiles in good running order and will see that they stay in good repair and are properly serviced at the expense of Lessee.

4. Lessee will pay for, at Lessee's sole expense, all gasoline, oil, antifreeze, and washing for the automobiles leased under this Lease.

5. Lessee will acquire, pay for, and maintain automobile indemnity insurance, including public liability and property damage insurance, issued by a responsible company

or companies, protecting the interests of both Lessee and Lessor against liability for damage, personal injury or death caused by the automobiles or the operation of the automobiles as outlined in Exhibit "B".

6. Should any claim be made or any action be commenced against Lessor arising from any of the causes covered by the insurance referenced in Paragraph 8., Lessor will promptly notify Lessee and Lessee will conduct the defense of any such claim or action at Lessee's expense, including all costs and attorney's fees.

7. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Lease, the use by Lessee of the automobiles shall cease until such insurance so cancelled has been renewed or replaced.

8. Except as otherwise subsequently provided, upon the expiration of the term of this Lease or its earlier termination for any reason, the automobiles shall be returned by Lessee to Lessor.

9. If any default shall be made by Lessee in the performance of any provision or if the Lessee shall abandon the vehicles or if the Lessee shall otherwise, in any manner whatever, become unable to perform any of the provisions to be kept or performed by Lessee, then Lessor shall have the option, without notice to Lessee or demand for performance, to require Lessee to deliver the automobiles to Lessor at a location designated by Lessor at Lessee's expense.

10. Lessor does not assume any liability for any acts or omissions of Lessee or of any of Lessee's agents, employees or drivers and Lessee specifically releases Lessor from all such liability and agrees to indemnify and hold Lessor harmless of and from any and all such liability, subject to Florida Statutes, Section 768.28.

11. This is an Automobile Lease only, and the Lessee has acquired no right, title or interest in the automobiles, except the right to use the same pursuant to the provisions of this Lease.

12. Lessee will not assign or mortgage this Lease, or any interest in it, nor sublet any of the automobiles.

13. This Lease represents the entire agreement between the Parties and no provision may be waived or modified, except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused the execution hereby by their duly authorized officials on the date set forth above.

WITNESSES:

LEE COUNTY

BY:

[1st Witness' Signature]

Donald D. Stilwell, County Manager

[Type or Print Name]


[2nd Witness' Signature]

[Type or Print Name]

WITNESSES:

ADMINISTRATIVE OFFICE OF THE
COURTS OF THE TWENTIETH JUDICIAL
CIRCUIT OF THE STATE OF FLORIDA

BY:



[1st Witness' Signature]



L. Caron Jeffreys, Court Administrator

Christopher Fishbeck

[Type or Print Name]

[2nd Witness' Signature]

[Type or Print Name]

Exhibit "A"
Lee County Vehicle Identification

<u>County Property #</u>	<u>Vehicle Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Tag #</u>
19033	1989	CHEVROLET	CAPRICE	1G1BL51EOKR141469	B42HVX
19862	2000	FORD	WINDSTAR	2FMZA50U4VBA93549	P198XS
36799	1996	FORD	CROWN VIC	2FALP71W7TX179072	S796ZS
40738	1998	DODGE	CARAVAN	2B4GP44G3WR845493	X48BPQ
40739	1998	FORD	CROWN VIC	2FAFP73WXWX190047	X65BPR
43948	2000	FORD	CROWN VIC	2FAFP73WXYX147413	P690ZT
43949	2000	FORD	PICKUP	1FTZF1723YNC19438	Q974HI
43950	2000	DODGE	CARAVAN	2B4GP44G4YR820573	P722ZT
44482	2001	FORD	TAURUS	1FAFP52U01A119963	P967ZS
44483	2001	FORD	TAURUS	1FAFP52U51A119960	P944ZS
44484	2001	FORD	TAURUS	1FAFP52U41A119965	P808ZS
44485	2001	FORD	TAURUS	1FAFP52U71A119961	P868ZS
44486	2001	FORD	TAURUS	1FAFP52U21A119964	P990ZS
44487	2001	FORD	TAURUS	1FAFP52U91A119962	P112ZS
57172	2003	FORD	TAURUS	1FAFP52483A123133	PO44ZS
57173	2003	FORD	TAURUS	1FAFP52473A185851	U823LT
57174	2003	FORD	TAURUS	1FAFP53203A192640	P745ZS

EXHIBIT "B"

1. Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the interest or liabilities of the lessee, but are merely minimums.
 - A. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, employees and volunteers regardless of the number of employees. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease limit per employee
 - 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 bodily injury per person (BI)
 - \$2,000,000 bodily injury per occurrence (BI)
 - \$1,000,000 property damage (PD) or
 - \$2,000,000 combined single limit (CSL) of BI and PD

Purchase of Automobile Physical Damage insurance for all vehicles, with not more than a \$500.00 deductible for Collision and or \$500.00 Comprehensive per loss.
2. Verification of Coverage:
 - A. Ten (10) days prior to the commencement of any work under this agreement a certificate of insurance will be provided to the County Risk Manager for review and approval. The certificate shall provide for the following:
 1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials," will be named as an "Additional Insured" and "Loss Payee" on the and Business Automobile Liability Insurance policies.***
 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager at:

Risk Manager
P.O. BOX 398
Fort Myers, Florida 33902

**INTERLOCAL AGREEMENT
BETWEEN ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH
JUDICIAL CIRCUIT AND LEE COUNTY**

This Interlocal Agreement is made and entered into this 30 day of May, 2006, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, (hereinafter "County") and the **ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA** (hereinafter "AOC"), and collectively, "the Parties" hereto.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, the County is duly empowered pursuant to Florida Statutes, Section 163.01 to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the Court Administrator has the authority to enter into agreements on behalf of the Twentieth Judicial Circuit pursuant to Florida Statutes, Section 43.26(2)(f) and Administrative Order 2.24; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2), Counties are required to pay the reasonable and necessary salaries, costs, and expenses of the state court system, including associated staff and expenses, to meet local requirements, and pursuant to Article V of the Florida Constitution; and

WHEREAS, on or before June 1st of each year, the Chief Judge will submit to the County a tentative budget request for local requirements for the ensuing fiscal year; and

WHEREAS, the County and AOC agree that certain funding will be provided, subject to the County's funding availability, for the operation and management solely for local requirements within Lee County; and

A12a

5-30-06

WHEREAS, pursuant to Florida Statutes, Section 29.008(1)(e)(f) 2., and (h) the Parties desire that AOC administer such functions for the Justice Center and Annex, as identified in AOC Administrative Order 2.7, and be funded by the County, excluding bailiff coverage which will continue to be provided by the Lee County Sheriff; and

WHEREAS, the local requirements funded by the County and administered by AOC, is attached hereto as Exhibit "A", will be updated regularly to reflect any subsequent changes, and will be collectively referred to herein as "Court Programs"; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2), the County will annually review the budget request and financial appropriations provided to the AOC for the Court Programs listed in Exhibit "A"; and

WHEREAS, pursuant to Florida Statutes, Section 29.008(2)(d) and 29.0081, the County and AOC desire to enter into this Interlocal Agreement setting forth the Parties' administrative and fiscal responsibilities.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein, agree as follows:

SECTION I **PURPOSE**

It is the purpose and intent of this Agreement to define the terms and conditions under which the County will provide to AOC, the funding herein described for operation and management of the "Court Programs" pursuant to Florida Statutes, Section 29.008.

All terms and conditions of this Agreement will be interpreted in a manner consistent with, and in furtherance of, the purpose as set forth above.

SECTION II **ADMINISTRATION OF COURT PROGRAMS AND SECURITY**

The County and AOC agree that AOC is exclusively responsible for the operation and management of Court Programs and County-funded Court Employees without input from, control by, or interaction with the County, except as otherwise set forth in this Agreement.

SECTION III **BUDGET**

- A. Pursuant to Florida Statutes, Section 29.008 and any other applicable law, the AOC will prepare a proposed annual budget for the operation and management of the Court Programs. AOC agrees to submit its budget in accordance with the County's time schedules and general budget guidelines.
- B. Funding for Court Programs will include costs for internal services. Internal services will include but are not limited to utilities, building maintenance, janitorial services, intergovernmental service charges related to the operation and management of the Court Programs as required by law. Budget Services will budget for internal services costs and place AOC's prorata portion in AOC's Support Program Account.
- C. Subject to funding availability, annually, the County will include in its adopted budget a single appropriation (the "Annual Appropriation") for the purposes of funding this Agreement. The Annual Appropriation shall be administered by AOC under the direction and control of the Chief Judge of the Twentieth Judicial Circuit pursuant to Florida Statutes, Sections 29.008 and 43.26, Rule 2.050 of the Florida Rules of Judicial Administration and such other statutes or rules related to the administration and jurisdiction of the courts.
- D. The AOC agrees to establish and maintain separate line-item accounts for each of the Court Programs, using a uniform classification of accounts as required by Florida Statutes, Section 218.33.
- E. Disbursement of the Annual Appropriation to a special revenue fund designated for AOC Operations will occur at the beginning of each fiscal year. Grants and other non-operating funds under AOC control will be accounted for in a sub-fund of AOC Operations. Anticipated grant award monies for local requirement matches will not be submitted as part of AOC's

annual budget request. Any and all grant application or grant award for local requirement match will require County approval. Upon receipt of any grant award, AOC's budget will be increased accordingly through County action, reflecting those grant dollars awarded.

- F. Subject to the availability of funding, the County will be responsible for funding the operations of the Court Programs, as provided by law; and the County will be responsible for all financial reporting requirements of the State of Florida related to the Annual Appropriation.
- G. Pursuant to The Florida Constitution, Article V., Section 16 and Florida Statutes, Section 28.12, the Lee County Clerk of Circuit Court (herein "Clerk") will perform accounting services pursuant to this Agreement, including but not limited to:
 - 1. Act as the receiving and disbursing agent for accounts payable, accounts receivable, and payroll for the AOC accounts in compliance with Federal, State and Local law; and
 - 2. Prepare and submit the financial statements to meet the financial reporting requirements of the State of Florida. AOC will provide any necessary information and promptly cooperate with the Clerk in preparing such financial statements and reports.
 - 3. Custodian of all County funds.
- H. All unexpended funds, whether revenues or expenses, and interest earnings from each fiscal year will be retained by the County, except as otherwise specified by law.
- I. All current and future fixed assets acquired or maintained by the AOC and funded by the County pursuant to this Agreement shall remain the property of the County, unless otherwise specified by law. The fixed assets must be

properly maintained by AOC. AOC will insure fixed assets purchased with County funds are properly inventoried and those fixed assets that qualify should be placed on the County's fixed asset system.

- J. Effective October 1, 2006, any revenues generated in AOC accounts established by the Board of County Commissioners for use by the AOC are considered County funds, except as otherwise specified by law.

SECTION IV EXPENSES

The AOC shall bear sole responsibility for the timely payment of all outstanding obligations incurred by the AOC.

SECTION V INSURANCE

- A. The AOC may elect to participate in all benefits plans offered by the County. The AOC shall include in its annual budget submission adequate funds for such benefits plans program.
- B. The AOC shall include in its annual budget submission adequate funds for its property, casualty, and malpractice insurance requirements, if any. Coverage will be provided through the AOC's carrier(s) of choice.
- C. Effective October 1, 2006, AOC shall be liable for their own automobile liability and physical damage insurance; error and omission; employee benefits liability; accidental death and dismemberment (ADD); liability insurance for "correctional probation officers" subject to Florida Statutes, Section 112.19; comprehensive general liability; and workers' compensation insurance as necessary as attached in Exhibit "B". The AOC shall purchase property insurance in order to protect the assets provided to them by the County. Coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the replacement cost of the improvements and betterments, and/or contents owned by AOC or assigned by the County.

- D. Pursuant to this Agreement, any vehicle in custody of AOC but owned by the County will be leased to AOC under separate agreement.

SECTION VI **PURCHASING**

- A. The AOC is exempt from all County purchasing policies and will be solely responsible for ensuring that all purchasing of goods or services funded by the County is conducted in accordance with applicable State and Federal laws.
- B. Because the AOC is currently using the County's Federal Employer Identification Number (FEIN) only for AOC's convenience and at its request, and therefore pursuant to this Agreement the County agrees to setup and maintain the vendor files for AOC, subject to the appropriate Vendor/Bidder Application and/or Bidder/Consultant/Contractor Application and W-9 form being completed.
- C. The AOC will negotiate a credit card contract for expenses related to this Agreement. As such:
1. Florida sales tax will not be paid on purchases using the credit card.
 2. Unauthorized purchases must be either returned, credit requested or paid by the responsible employee prior to payment of the credit card's invoice.
 3. Personal use of the card will not be permitted.
 4. The card will not be used for services until the appropriate 1099 reporting criteria can be automated within the Clerk's financial system.
 5. The authorized credit card holder must agree in writing to allow a payroll deduction for any personal or unauthorized purchases using their AOC card.
 6. The card will not be used to purchase any item that would be classified as fixed asset under Chapter 274, Florida Statutes.

SECTION VII

HUMAN RESOURCES

- A. Pursuant to Florida Statutes, Section 29.0081, the County and AOC agree that funding for AOC personnel positions is provided on the County's fiscal-year basis; and that all personnel whose employment is funded under the Annual Appropriation are the sole employees of the AOC; and those AOC employees are subject only to AOC's personnel policies including hiring, supervision, management, discipline and termination.
- B. The positions terminate upon the expiration of, or substantial breach of, this Agreement or upon the expiration of County funding for the positions.
- C. The AOC shall maintain current personnel policies compliant with federal, state and local laws, and consistent with this Agreement.
- D. Pursuant to this Agreement, the County agrees to fund certain AOC employee-related expenses including salaries and benefits, but County does not control, manage, hire or fire any of AOC's employees. The AOC shall have exclusive authority relating to the work of such employees, including hours of work, leave, and other matters. All employees of the judicial circuit and whose employment is funded under this Agreement are hired, supervised, managed, and fired by AOC.
- E. The AOC will include in its annual budget submission, estimated employee tax payments for Social Security, Medicare, unemployment insurance and retirement contributions for all employees administered by the AOC under this Agreement.
- F. According to the requirements of the U.S. Employment Opportunities Commission (EEOC), AOC employees and applicants for positions will be recorded monthly and reported quarterly to the Board of County Commissioners for inclusion annually as part of the Lee County workforce that comes under the Board of County Commissioners.

SECTION VIII INDEPENDENT CONTRACTOR

It is the Parties intention that the AOC is an independent contractor and not County's employees for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, and Florida Worker's Compensation Law. AOC will retain sole and absolute discretion in the judgement of the manner and means of carrying out the activities and responsibility hereunder. AOC agrees that it is a separate and independent enterprise from the public employer that it had made its own investment in its business, and will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between AOC and the County, and the County will not be liable for any obligation incurred by AOC, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION IX STATUTE CHANGES

The references in this Agreement to specific Statutes will include the current law and any subsequent amendments.

SECTION X AMENDMENTS

This Agreement may be amended or modified only with the expressed consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION XI EFFECTIVE DATE; TERM; TERMINATION

This Interlocal Agreement will become effective on the 2nd day of October, 2006, and continue through the 30th day of September, 2007. This Agreement will automatically renew for one-year periods, from the County's fiscal year to fiscal year, unless terminated by either the County or the AOC by written notice, via certified mail, thirty (30) days prior to the end of each fiscal year. Upon such termination the County will retain all unused funds, except as otherwise specified by law.

The foregoing Interlocal Agreement was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Janes, and seconded by Commissioner Judah and, upon being put to a vote as follows:

BOB JANES	<u>Aye</u>
DOUGLAS ST. CERNY	<u>Aye</u>
RAY JUDAH	<u>Aye</u>
TAMMARA HALL	<u>Aye</u>
JOHN E. ALBION	<u>Aye</u>

DULY PASSED AND ADOPTED THIS 30th day of May, 2006.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

Spa B. Pierce

Deputy Clerk

BY:

T Hall

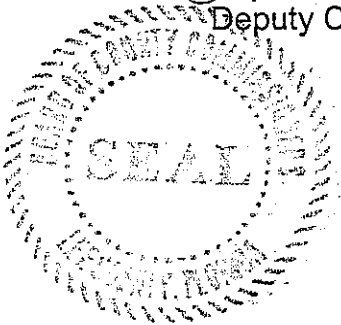
Tammara Hall, Chairwoman

APPROVED AS TO FORM:

BY:

Andrea B. Fraser

Office of the County Attorney



ADMINISTRATIVE OFFICE OF
THE COURTS OF THE
TWENTIETH JUDICIAL CIRCUIT
OF THE STATE OF FLORIDA

Lisa Kiesel
[1st Witness' Signature]

BY: Hugh D. Hayes
Honorable Hugh D. Hayes
Chief Judge

Lisa Kiesel
[Type or Print Name]

Lisa Kiesel
[2nd Witness' Signature]

BY: L. Caron Jeffreys
L. Caron Jeffreys
Court Administrator

Lisa Kiesel Richard Callman
[Type or Print Name]

5-16-06
[Date]

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was signed and acknowledged before me this 16th day
of May 2006, by Hugh D. Hayes and L. Caron Jeffreys who
produced the following as identification _____ or is
personally known to me, and who did/did not take an oath.

[stamp or seal]



Sandra D. Harkey
MY COMMISSION # DD178928 EXPIRES
March 11, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Sandra D. Harkey
[Signature of Notary]

Sandra D. Harkey
[Typed or Printed Name]

EXHIBIT "A"

Court Programs

ADMIN OFFICES OF THE COURT

- Court Administration
- Circuit Criminal-Court Appointed Counsel
- Circuit Juvenile-Court Appointed Counsel
- Court Security
- Public Guardian

TECHNOLOGY

- Court Technology
- CJIS

PUBLIC LAW LIBRARY

- Law Library Operating

CRIMINAL CASE MANAGEMENT

- Pretrial Services
- Probation

CIVIL CASE MANAGEMENT

- Citizens Dispute
- Dispute Mediation
- Mediation Ordinance
- Family Court Services
- Family Court Services-Pro Se
- Domestic Violence
- Juvenile Arbitration
- Teen Court

EXHIBIT "B"

1. MINIMUM INSURANCE REQUIREMENTS:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the AOC's interest or liabilities, but are merely minimums.

- a. Workers' Compensation - Statutory benefits as defined by Florida Statutes 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, employees and volunteers regardless of the number of employees. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

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

\$1,000,000 bodily injury per person (BI)
\$2,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

- c. 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 bodily injury per person (BI)
\$2,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$2,000,000 combined single limit (CSL) of BI and PD

Purchase of Automobile Physical Damage insurance for all vehicles, with not more than a \$500 deductible for Collision and or Comprehensive per loss.

NOTE: *The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

- d. Blanket Accidental Medical – Coverage shall apply to individuals within Community Services Program and cover while he or she is participating sponsored program activities while on the premises designated by and under the direct supervision of the AOC or County. Accidental medical and Dismemberment benefits may be primary or excess and subject to \$500 deductible per loss, but provide total benefit not less than \$5,000 per participant with an accidental death and dismemberment aggregate limit on less than \$500,000.
- e. Blanket Accidental Death and Dismemberment – Coverage for all parole office of Court Admin in order to comply with Statutes 112.19 & 112.191, as it may be amended.

2. **VERIFICATION OF COVERAGE:**

Ten (10) days prior to the commencement of any work under this Agreement, a certificate of insurance will be provided to the County Risk Manager for review and approval. The certificate shall provide for the following:

- a. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials,” will be named as an “Additional Insured” on the General Liability and Business Automobile Liability Insurance policies.***
- b. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager:

Risk Manager
P.O. BOX 398
Fort Myers, Florida 33902