

**INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
ALACHUA COUNTY AND THE UNIVERSITY OF FLORIDA, ACTING FOR AND ON
THE BEHALF OF THE BOARD OF TRUSTEES, A PUBLIC CORPORATION OF THE
STATE OF FLORIDA**

THIS INTERLOCAL AGREEMENT is entered into this _____ day of _____, 2019 between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and The University of Florida, Acting for and on behalf of the Board of Trustees, a public corporation of the State of Florida, hereinafter referred to "University" or "Professional". Collectively, the County and the University shall be referred to herein as the "Parties".

WITNESSETH

WHEREAS, the County desires to employ the University to provide services for research related to sustainable materials management and the composition of waste in Alachua County; and

WHEREAS, the University is qualified to provide these services; and

WHEREAS, and the Parties are authorized by F.S. 163.01 to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety, and welfare of the citizens of Alachua County.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereby agree as follows:

Term. The effective date of this Agreement shall be the date of the last signatory to it and upon the filing of it with the Clerk of the Circuit Court of Alachua County, Florida as required by Section 163.01 (11), Florida Statutes ("Effective Date"). Unless extended by mutual written agreement that is duly executed by the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire either upon the completion of all of the Parties' obligations under this Agreement, or fifteen (15) months from the Effective Date, whichever occurs last. This Agreement may be renewed annually upon agreement of both Parties unless earlier terminated as provided herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

1. **Representations.** By executing this Agreement, the University makes the following express representations to the County:

1.1. The University is professionally qualified to act as the professional for the Services;

1.2. The University shall maintain all necessary licenses, permits or other authorizations necessary to act as professional for the Services until the University's duties hereunder have been fully satisfied;

1.3. The University has become familiar with the Services site and the local conditions under which the Services is to be designed, implemented and performed;

1.4. The University shall prepare all deliverables required by this Agreement including, but not limited to, all data and analysis of such data, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;

1.5. The University represents that the deliverables prepared by the University will be adequate and sufficient to accomplish the purposes and needs of the County and meet the requirements of all applicable federal, state and local codes and regulations; and

1.6. The University acknowledges and agrees that the County's review, inspection or approval of the Services performed by the University shall in no way diminish the Professional obligations to perform the Services in full compliance with the requirements of this Agreement nor shall it diminish University's warranty pertaining to the Services.

2. **Duties of the University.** The University shall have and perform the following duties, obligations, and responsibilities to the County as outlined in **Exhibit "1"** (hereinafter, the "Services")

3. **Duties of the County.** The County shall have and perform the following duties, obligations, and responsibilities to the University as outlined in **Exhibit "2."**

4. **Method of Payment.** For its assumption and performance of the duties, obligations, and responsibilities set forth herein, the University shall be paid in accordance with this section.

4.1. The Professional shall be paid a sum that SHALL NOT EXCEED \$103,280.00 during the Initial Term of the Agreement ("Annual Contract Price"), unless approved by the Board of County Commissioners, allocated in the following manner and outlined in **Exhibit 1-A: Fee Schedules:**

Waste Composition Study and Analysis - \$33,085.00

Sustainable Materials Management Assessment - \$70,195.00

4.2. The County will pay the University in four (4) equal payments of twenty-five thousand eight hundred and twenty dollars and zero cents (\$25,820.00). Payments will be made upon invoicing on the following schedule after the Services are provided for each time period:

1st Payment – Effective Date through December 31

2nd Payment – January 1 through March 31

3rd Payment – April 1 through June 30

4th Payment – July 1 through September 30

4.3. This is a fixed price lump sum agreement. No reimbursable expense will be paid under this Agreement.

4.4. As a condition precedent to being owed any payment under this Agreement, the University shall submit quarterly, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for Services properly rendered and expenses due. The University's invoice shall describe with reasonable particularity each Service rendered, the date thereof, *[the time expended, if billed by hour,]* and the person(s) rendering such Service. The University's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by University, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the University's representation to the County that the Services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the University covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the University that payment of any portion thereof should be withheld. Submission of the University's invoice for final payment shall further constitute the University's representation to the County that, upon receipt by the University of the amount invoiced, all obligations of the University to others, including its consultants, incurred in connection with the Services, will be paid in full. The University shall submit invoices to the County at the following address:

Patrick Irby, Interim Director
Solid Waste and Resource Recovery Department
5620 NW 120th Lane
Gainesville, Florida, 32653

4.5. In the event that the County becomes credibly informed that any representations of the University relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the University until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

4.6. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and all payments shall be remitted to:

University of Florida

Contracts & Grants
33 Tigert Hall
P.O. Box 113001
Gainesville, FL 32611

5. Personnel.

5.1. The University will assign only qualified personnel to perform any Service concerning this Agreement. The following individual shall either perform or supervise the performance of the Services and shall be primarily responsible for the performance of the Services on behalf of the University:

NAME

FUNCTION

Dr. Timothy Townsend

Principal Investigator

5.2. So long as the individuals named above remain actively employed or able to be retained by the University, they shall perform the functions indicated next to their names. The County's project manager may authorize changes to this list in writing.

6. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, the University's and the County's representatives are:

County:

Solid Waste and Resource Recovery Director
Solid Waste and Resource Recovery Department
5620 NW 120th Lane
Gainesville, FL 32653

University:

Stephanie Gray
Assistant Vice President
University of Florida Board of Trustees
Division of Sponsored Programs
207 Grinter Hall
P.O. Box 115500
Gainesville, FL 32611-5500

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602

Attn: Finance and Accounting

And to
Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts

7. Default and Termination.

- 7.1. The failure of the University to comply with any provision of this Agreement will place the University in default. Prior to terminating the Agreement, the County will notify the University in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the University seven (7) days to cure the default. The Solid Waste and Resource Recovery Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the University.
- 7.2. The County may also terminate the Agreement without cause by providing written notice to the University (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, the University will immediately discontinue all Services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the University in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, the University's recovery against the County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but the University shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- 7.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the University. The County will be the final authority as to the availability of funds. The County will pay the University for all Services completed prior to any notice of termination.

8. Project Records:

8.1. General Provisions:

- 8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or

ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Professional, *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, Professional shall provide the public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.3. Professional shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

8.2. Confidential Information:

8.2.1. During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information."

8.2.2. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to

perform the service. If the Professional transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 8.4. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE, PATRICK IRBY AT E-MAIL PIRBY@AlachuaCounty.US, PHONE (352)338-3233, OR US MAIL, 5620 NW 120TH LN, GAINESVILLE, FL 32653

9. **Ownership of Deliverables.** All project deliverables and documents are the sole property of the County and may be used by the County for any purpose.
10. **Permits.** The University will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
11. **Laws & Regulations.** The University will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The University is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the University is not familiar with state and local laws, ordinances, code rules and regulations, the University remains liable for any violation and all subsequent damages or fines.
12. **Liability:**
- 12.1. Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Each Party fully retains all sovereign immunity protections afforded to it under the laws of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, the limits of liability or any other provisions of §768.28, Florida Statutes.
- 12.2. The University shall provide evidence to the other that it has in place a program of self-insurance pursuant to §111.072, §136.091 and §768.28, Florida Statutes. That the self-

insurance program provides coverage for claims which emanate from Automobile Physical Damage and Public Liability incidents arising from Automobile Liability (both Bodily Injury and Property Damage), Commercial General Liability, and Workers' Compensation with a limit of liability not to exceed \$300,000 per accident.

12.3. If the University is not self-insured, as provided above, it shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the entity, his agents, representatives, employees or subcontractors in the type and of tea amounts required in Exhibit "3".

13. **Standard of Care.** The Services of the University shall be performed with the skill and care which would be exercised by a qualified professional performing similar Services at the time and place such Services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering design, the University shall furnish, at his own cost and expense, the redesign necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
14. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
15. **Successors and Assigns.** The County and the University each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
16. **Independent Professional or Consultant.** In the performance of this Agreement, the University is acting in the capacity of an independent Professional or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The University is solely responsible for the means, method, technique, sequence, and procedure utilized by the University in the full performance of the Agreement.
17. **Collusion.** By signing this Agreement, the University declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The University warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The University shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the University warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the University to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the University any fee, commission, percentage, gift, or other consideration contingent upon or

resulting from the award or making of this Agreement.

20. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
21. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
23. **Governing Law and Venue.** This Agreement shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in the state court in Alachua County, Florida.
24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
25. **Waiver of Right to Trial by Jury.** Each party waives its rights to demand trial by jury.
26. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and filed with the Clerk of Circuit Court of Alachua County, Florida.
27. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
29. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.
30. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Charles Chestnut, IV, Chair
Board of County Commissioners
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

UNIVERSITY OF FLORIDA ON BEHALF OF
THE BOARD OF TRUSTEES

ATTEST
By: Dianna Carver
Print: **Dianna Carver**
Title: **Signing Official**
Title: **Division of Sponsored Programs**

By: Ronald C Lester
Print: **Ronald C Lester**
Title: **Sponsored Programs Manager**
Date: 9/26/2019

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A
CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A RESOLUTION,
LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF
YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE
MUST BE NOTARIZED.**

EXHIBIT 1: Scope of Services

1. Plan, conduct, and analyze data collected from a waste composition study at the Leveda Brown Environmental Park and Transfer Station.
2. Examine the environmental footprint associated with the entire materials stream.
3. Evaluate alternative material management strategies which have the potential to make the biggest reductions to this footprint.
4. Perform an upstream materials inventory for all sectors of Alachua County's economy.
5. Provide miscellaneous technical assistance on sustainable materials management issues and assist the County with sustainable materials management workshops and public meetings.
6. Assistance with recycling and market issues associated with the County's recycling program. This will include market research and development of plastics, glass and C&D debris recycling.

Exhibit 1-A: Fee Schedules

PROPOSED BUDGET
UNIVERSITY OF FLORIDA ESSIE

3-Oct-19

**SPONSOR: Alachua County Solid Waste and
Resource Recovery**

PRINCIPAL INVESTIGATOR:
Dr. Timothy Townsend

CONTRACT/GRANT NO:

DATES: 12 months
Est Start Date: 10/01/2019

Title: Solid Waste Composition Study			
	PERCENTAGE OF TIME	PERIOD COVERED	REQ. AMOUNT
SALARIES			
Faculty (Name)			
T. Townsend	100%	1 Week	\$4,388
S. Laux	100%	3 Weeks	\$7,987
TOTAL SALARIES			\$12,375
OTHER PERSONNEL SERVICES (OPS)			
Undergraduate Student	38%	12 Months	\$8,640
TOTAL OPS			\$8,640
FRINGE BENEFITS			
27% Faculty			\$3,341
1.3% Undergraduate Student			\$112
TOTAL FRINGE BENEFITS			\$3,453
TOTAL SALARIES, OPS & FRINGE BENEFITS			\$24,468
TOTAL PERMANENT EQUIPMENT	OCO		\$0.00
TOTAL OPERATING EXPENSES			
Materials			\$2,000
EXPENSES			\$2,000
TOTAL DIRECT COSTS			\$26,468
TOTAL INDIRECT COSTS	25%	TOTAL DIRECT COSTS	\$6,617

TOTAL BUDGET		\$33,085

PROPOSED BUDGET
UNIVERSITY OF FLORIDA ESSIE

3-Oct-18

**SPONSOR: Alachua County Solid Waste and
Resource Recovery**

PRINCIPAL INVESTIGATOR:
Dr. Timothy Townsend

CONTRACT/GRANT NO:

DATES: 12 months
Est Start Date: 10/01/2019

Title: Sustainable Materials Management Assessment			
	PERCENTAGE OF TIME	PERIOD COVERED	REQ. AMOUNT
SALARIES			
Faculty (Name)			
T. Townsend	100%	1 Week	\$4,388
S. Laux	100%	3 Weeks	\$7,987
TOTAL SALARIES			\$12,375
OTHER PERSONNEL SERVICES (OPS)			
Graduate Student	50%	12 Months	\$22,500
TOTAL OPS			\$22,500
FRINGE BENEFITS			
27% Faculty			\$3,341
11.7% Graduate Student			\$2,633
TOTAL FRINGE BENEFITS			\$5,974
TOTAL SALARIES, OPS & FRINGE BENEFITS			\$40,849
TOTAL PERMANENT EQUIPMENT	OCO		\$0.00
TOTAL OPERATING EXPENSES			
Materials			\$3,000
Travel			\$1,000
Tuition			\$11,307

			EXPENSES	\$15,307
TOTAL DIRECT COSTS				\$56,156
TOTAL INDIRECT COSTS	25%	TOTAL DIRECT COSTS		\$14,039
TOTAL BUDGET				\$70,195

EXHIBIT 2: Duties of The County

The County shall have and perform the following duties, obligations, and responsibilities to the University:

1. Provide payments as provided for in Section 4 of the Agreement.
2. Provide access to the Leveda Brown Environmental Park and Transfer Station for the purpose of the Waste Composition Study.

EXHIBIT 3: Insurance Requirements (if not Self-Insured)

TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"

Professional shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Professional, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. OTHER INSURANCE PROVISIONS.

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Professional; products and completed operations of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.
 - 2 The Professional's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Professional's insurance and shall be non-contributory.
- C All Coverages
 - 1 The Professional shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Professionals shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: **Alachua County Board of County Commissioners**

EXHIBIT 3-A: Certificate of Insurance
