

Grants & Contracts - Transmittal Memo

DATE: November 20, 2017

FROM: Purchasing Division, Contracts

TO: John Carnell

CONTRACT #: 10736

VENDOR: Peerfit, Inc.

DESCRIPTION: #10736 Peerfit, Inc.
This contract will allow Board employees to be issued credits that can be used at a network of local gyms in the County to workout or attend fitness classes.

APPROVED BY: County Manager

APPROVAL DATE: 11/20/2017

RECEIVED ON: 11/20/2017

TERM START: 11/20/2017

TERM END: 9/30/2018

AMOUNT: \$12,500.00

ACCOUNT:

ENCUMBRANCE #:

RFP/BID #:

ACTIONS REQUIRED: Please forward a copy to the vendor & retain a copy for your files.

COPY TO: Finance and Accounting
Risk Division
Purchasing Division
File

**ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT BETWEEN ALACHUA
COUNTY AND PEERFIT, INC**

This ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT (this "Agreement"), is made and entered into as of the 20th Day of November, 2017 (the "Effective Date"), by and between Alachua County, a charter County and political subdivision of Florida, by and through its Board of County Commissioners, hereafter referred to as "County", and Peerfit, Inc., a Delaware Corporation hereafter referred to as "Peerfit", and, collectively, as the "Parties."

BACKGROUND

WHEREAS, the County is looking to improve and expand its employee benefits in regards to fitness and wellness opportunities through the use of Peerfit's platform and credits (the "Product") as part of the Peerfit Enterprise Health Services (the "Program");

WHEREAS, Peerfit maintains a network of third party premium studios on its platform for the benefit of enrolled user selection, connecting the enrolled user to the third party premium studio wellness option.

WHEREAS, Peerfit credits provide a flexible currency for enrolled users to self-select and utilize the third party premium studios on the Peerfit platform with Peerfit reimbursing the third party premium studios for the enrolled user usage.

WHEREAS, Peerfit provides administrative services associated with its Program including system set-up and maintenance, customer service support and certain accounting related services.

WHEREAS, the County desires to utilize Peerfit's Product and engage in Peerfit's Program.

WHEREAS, Peerfit is willing to provide the Program to the County.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the County and Peerfit agree as follows:

AGREEMENT

1. Definitions; For the purposes of this Agreement:

1.1. "Credits" shall mean the denomination of Peerfit's flexible wellness currency, which allow enrolled users to self-select and utilize third party premium studios available on the Peerfit platform with Peerfit reimbursing the third party premium studios for the enrolled user usage.

1.2. **"Credit Plan"** shall mean any monthly subscription to receive Credits on Peerfit as an eligible County employee or member of approved personnel.

1.3 **"Verified User"** shall mean any eligible County employee or approved personnel who create an account on Peerfit.com and who's status as an eligible employee is verified via name and/or email.

1.4 **"Enrolled User"** means any eligible County employee or approved personnel who sign up for a Peerfit Credit Plan (the "Awarded Credit Plan") on Peerfit.com.

1.5. **"Awarded Credits"** mean any Credits provided to an Enrolled User by this Agreement.

1.6. **"Awarded Credit Plan"** means any Credit plan provided to an Enrolled User by this Agreement.

1.7 **"Awarded Credit Package"** and **"Employer Promo Code"** means any one-time disbursement of Awarded Credits that is not part of an Awarded Credit Plan. Unless otherwise agreed upon, Awarded Credit Packages and Employer Promo Codes may only be redeemed once per Verified User.

1.8. **"The Program"** means all Enterprise Health Services outlined by this Agreement.

1.9. **"Enrollment Date"** or **"Purchase Date"** means the date an eligible employee or approved personnel of the Client enrolled in an Awarded Credit Plan.

1.10. **"Renewal Date"** means the monthly anniversary of an Enrolled User's Enrollment Date.

1.11. **"Billable Subscriptions"** means the total Awarded Credit Plan subscriptions disbursed to Enrolled Users either who enrolled in a given month or who booked a class since their Enrollment Date (or Purchase Date) in the previous month.

1.12 **"Billable Credits"** means the total Credits for which the County may be invoiced, calculated as the total of Billable Subscriptions plus any special disbursements of Awarded Credits provided to Verified Users via Awarded Credit Packages, Employer Promo Codes, credits added directly to Verified Users' accounts by a Peerfit employee, or any other mechanism. Such one-time or special Credit Awards must be agreed upon by both parties in order to be included in Billable Credits.

1.13. "Pre-purchased Credits" means credits purchased by the County, at a rate of \$3.50 per Credit and apply against Awarded Credits in each monthly invoice. To the extent credits are utilized by an enrolled user, Peerfit will reimburse the premium studios for the services such studios provided to the enrolled user if applicable. Peerfit's fees to administer the Program are included within the \$3.50 credit rate.

1.14. "Confidential Information" means all information relating to the County, including without limitation and whether oral, electronic, visual, or in writing, and whether or not marked confidential, including, but not limited to, information relating to the Program (and its assets, operations and finances), prospective business opportunities, all technical and non-technical information, patent, copyright, trade secret, trademark and other proprietary information, techniques, sketches, inventions, innovations, samples, business plans, designs, routines, programs, manuals, ideas, graphics, art, concepts, business methods, drawings, models, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source code, object code and formulae related to the current, future and proposed products and services of the County. "Confidential Information" also includes, without limitation and whether oral, electronic, visual, or in writing, information concerning research, experimental work, development, design details and specifications, engineering, financial information, equipment, vendors, customer information, customer lists, procurement requirements, pricing information, business forecasts, sales and merchandising and marketing plans and information related to the current, future and proposed products and services of the County. "Confidential Information" also includes any information that could be used to identify an individual ("Personal Information").

2. Services;

2.1. Credit Redemption & Expiration. Credits distributed to an Enrolled User may be redeemed for class reservations at Peerfit Premium Studios in Peerfit's network according to the price per class listed on peerfit.com, denominated in Credits. Credits may only be redeemed once, unless they are refunded for a cancelled class reservation (according to the cancellation policy listed peerfit.com). Credits will expire when and if they are not redeemed within 2 months of distribution into an Enrolled User's account. At the discretion of Peerfit, expired credits may be reinvested and distributed among Enrolled Users during the current 12-month annual period of the contract. However, any credit not redeemed by the end of the annual anniversary of the contract formally expires.

2.2. Enrollment and Monthly Credit Disbursement. Upon enrolling in an Awarded Credit Plan, the new Enrolled User will receive 16 Awarded Credits, unless agreed upon in writing that certain employees will be eligible for a different amount of Awarded Credits. 16 Awarded Credits, or the agreed upon Awarded Credits considering special eligibility, will continue to be dispersed to the user's account each month as long as the user's Subscription meets the criteria of Billable Subscription for that month.

2.3. Invoicing. The County will be billed within 2 weeks (14 days) of the start of each month for all Awarded Credits issued in the previous month (according to Section 2.2) at a rate of \$3.50 per Awarded Credit. Invoices are due in full 30 days from the end of the Invoice Date listed on each invoice, corresponding to the last day of the month being invoiced. If Credits are Prepurchased then the invoice balance will be deducted from the Prepurchased Credits each month. Should the monthly invoice exceed the balance of the Prepurchased Credits, the County will pay the remaining balance in full according to the terms of this Section.

2.4. Promotion & Services. Peerfit will assist the County in communicating information about the Program to the County's employees and approved personnel. This assistance may include, but is not limited to: on-site tabling events, printed flyers distributed by the County, email campaigns, and targeted online advertising. The County agrees to provide reasonable assistance to Peerfit and access to its employees and approved personnel for the purposes of educating and encouraging engagement in The Program.

2.5. Awarded Credit Plan Cancellation. An Enrolled User may cancel their Awarded Credit Plan at any time. At such time, the Enrolled User will be ineligible to receive additional Awarded Credit Plans unless they re-enroll.

2.6 Special Awarded Credits. A Verified User may also be eligible to receive Awarded Credits via Awarded Credit Packages and Employer Promo Codes. These alternative methods of providing Awarded Credits to Verified Users is at the discretion of the Party and must be agreed to by both parties in order to be considered a Billable Credit. Such Credits shall comply with Section 2.1 above.

3. Term; Term-End Procedures;

3.1. Term. This Agreement will commence on the Effective Date set forth above and will continue until September 30, 2018 for a total of twelve (12) monthly invoices (the "Term"), or until terminated as set forth herein. At the end of twelve (12) months, this Agreement will automatically renew for an additional twelve (12) month term if not terminated in writing at least one (1) month prior to the contract renewal date. Any changes to the terms of the renewal contract must be agreed upon in writing at least two (2) weeks prior to contract renewal.

3.2. Termination. Except as set forth below, if either Party breaches this Agreement (which includes any Exhibits, SOWs or Amendments hereto), then the non-breaching Party may provide written notice to the other Party describing the alleged failure in reasonable detail. If the breaching Party does not cure the material failure within fifteen (15) calendar days, then the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the breaching Party. Peerfit specifically acknowledges and agrees that The County has the right to terminate this Agreement immediately in the event of a breach of County's Confidential Information without any cure period. Either Party shall have the immediate right to terminate this Agreement by providing written notice to the other Party, in the event that (i) the other Party becomes insolvent, enters into receivership, is the subject of a

voluntary or involuntary bankruptcy proceeding or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

3.3. Term-End Procedures. If the County does not re-contract for a new term, then starting on first of the month following the end of the term, Enrolled Users will no longer receive and the County will no longer be responsible to pay for any additional Awarded Credits. Pre-purchased Credits may continue to be awarded to Enrolled Users according to Section 2.2 until depleted. Awarded Credits already dispersed to Enrolled Users will expire like normal, according to Section 2.1.

4. Independent Contractor Status. Independent Contractor Status. The relationship of Peerfit to the County shall be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Peerfit agrees that it shall be solely responsible for paying any and all federal, state and local taxes, as well as any Social Security tax, which may become due and payable as a result of the compensation to be received by Peerfit from the County for performing any Enterprise Health Services hereunder. No part of Peerfit's compensation will be subject to withholding by the County for the payment of any social security, federal, state or any other employee payroll taxes. The County will regularly report amounts paid to Peerfit by filing Form 1099-MISC with the Internal Revenue Service as required by law. Peerfit shall, at its sole expense, reimburse, indemnify, defend and hold harmless the County, its affiliates and their respective directors, officers, employees, Peerfits, shareholders, agents and successors and assigns (each, a "County Indemnified Party") from any loss, liability, damage, cost or expense (including, without limitation, reasonably attorneys' fees) and other amounts (collectively, "Liabilities") which any County Indemnified Party may suffer or incur by reason of Peerfit's failure to pay any taxes which may become payable as a result of the compensation to be received by Peerfit from the County for performing any Enterprise Health Services hereunder.

5. Ownership of Works; Infringement Indemnity.

5.1 Assignment of Works. The Parties agree that any materials or works prepared and delivered by Peerfit or any employee or independent contractor of Peerfit in the course of providing the services shall be the sole and exclusive property of the County and shall be considered works made for hire; and Peerfit hereby assigns to the County as its sole and exclusive property all right, title, and interest in and to such materials and works. Notwithstanding the foregoing, the Parties recognize that performance of Peerfit hereunder will require the skills of Peerfit and, therefore, Peerfit shall retain the right to use, without fee and for any purpose, such "know-how," ideas, techniques and concepts used or developed by Peerfit in the course of its performance of the services of this Agreement. For the avoidance of doubt, Peerfit specifically acknowledges and agrees that in no event will Peerfit use or retain the right to use County data or County's Confidential Information. The County authorizes Peerfit to use the, trademarks, logos, photos, information, and other materials provided or identified by the County (together, the "Materials") solely to provide the services. Peerfit specifically

acknowledges and agrees that all right, title, interest and ownership in and to any County Materials remains solely with the County. The County agrees that it will retain no rights in any of Peerfit's Intellectual Property related to the Enterprise Health Services. Peerfit warrants that all of the works and all Intellectual Property Rights in or related to the Enterprise Health Services are free and clear of all liens, security interests, claims and other encumbrances of any type.

5.2 Further Assurances. Upon the request and at the expense of Peerfit, the County shall execute and deliver any and all instruments and documents and take such other acts as may be necessary or desirable to document the assignment and transfer described in Section 5.1 above or to enable Peerfit to secure its rights in the works and any Intellectual Property Rights in or relating thereto in any and all jurisdictions, or to apply for, prosecute and enforce patents, trademark registrations, copyrights or other Intellectual Property Rights in any and all jurisdictions with respect to any works, or to obtain any extension, validation, re-issue, continuance or renewal of any such Intellectual Property Right. Whether any Intellectual Property Rights in or relating to any of the works will be preserved, maintained or registered in any jurisdiction shall be at the sole discretion of Peerfit.

6. Representations and Warrants of Peerfit. Peerfit represents and warrants to the County that: (i) it has full power and authority to enter into this Agreement and to perform its duties hereunder, (ii) the execution and delivery of this Agreement and the performance of its duties hereunder shall not result in a breach of, or constitute a default under, any agreement or understanding, oral or written, to which it may be bound, including any agreement with any hospital or academic institution to which it is a party or to which it provides services, (iii) this Agreement represents a valid, legally binding obligation on Peerfit and is enforceable against Peerfit in accordance with its terms, (iv) the Enterprise Health Services do not and shall not (v) infringe any third party's copyright, patent, trademark, trade secret or other proprietary right, or (vi) violate any law, statute, ordinance or regulation, and (vii) it has not breached any agreement with any third party to keep in confidence any confidential or proprietary information, knowledge or data acquired prior to its execution of this Agreement. Peerfit also represents and warrants that the services provided hereunder shall be provided in a timely, workmanlike, and professional manner and shall be without material error or defect.

7. Covenants. Peerfit covenants to the County that so long as this Agreement is effective (i) it shall not use, in connection with performing the Enterprise Health Services, any confidential or proprietary information or materials belonging to any third person or entity, and (ii) it shall not subcontract or assign any portion of the Enterprise Health Services or any monies due hereunder without the prior written consent of the County.

8. Confidentiality.

8.1 Peerfit shall keep confidential and not disclose to any third party or use for its own benefit, except as expressly permitted herein, or for the benefit of any third party, any Confidential Information disclosed by the County to Peerfit or any Confidential Information to

which Peerfit has access or an opportunity to gain knowledge. Peerfit agrees to secure and protect the Confidential Information of the County in the Peerfit same manner as it would secure and protect its own Confidential Information (but using no less than reasonable care) and agrees to take appropriate action by instruction or agreement with its agents who are permitted access to the Confidential Information to satisfy its obligations hereunder. Peerfit shall cooperate with and assist the County in identifying and preventing any unauthorized use, copying or disclosure of the Confidential Information. Peerfit agrees that the Confidential Information disclosed to Peerfit or any employee or independent contractor of Peerfit is of a unique and valuable character and that the unauthorized dissemination of the Confidential Information would destroy or greatly diminish the value of such information. The damages to the County that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Peerfit agrees that County shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether in law or in equity. County shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to any matter relating to the improper disclosure of Confidential Information, the County shall be entitled to recover its reasonable attorneys' fees and expenses from Peerfit. Peerfit and each employee or independent contractor of Peerfit shall immediately return and redeliver to the County all Confidential Information and all copies of Confidential Information, in whatever form of storage or retrieval immediately upon termination or expiration of this Agreement, or at any time upon written notice from the County. Peerfit will notify the County immediately and will also send the County immediate written notice upon discovery of any unauthorized use or disclosure of Confidential Information by Peerfit or any employee or independent contractor of Peerfit or any other breach of this Agreement by Peerfit or any employee or independent contractor of Peerfit and will cooperate with efforts by the County to help the County regain possession of Confidential Information and prevent its further unauthorized use or disclosure.

10. Disclaimer; Limitation of Liability. Peerfit SHALL NOT HAVE ANY LIABILITY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT Peerfit WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF Peerfit FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES AND OTHER CONSIDERATION ACTUALLY RECEIVED BY PEERFIT UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11. Governing Law; Venue. The validity, construction and performance of this Agreement and the legal relations between the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of law principles. Exclusive jurisdiction and venue for all disputes arising out of or

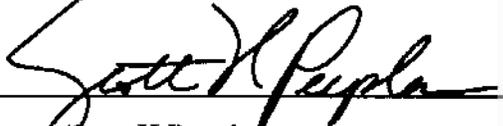
relating to this Agreement shall lie with the state and federal courts located in Alachua County, Florida.

12. Waiver and Severability. No forbearance or delay by either Party in enforcing its rights hereunder shall prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any of the terms set forth herein shall be deemed to be a waiver of any other right or of any later breach. If any provision of this Agreement is judged illegal or unenforceable, the continuation in full force and effect of the remaining provisions shall not be prejudiced.

13. Entire Agreement. This Agreement and any exhibits, appendices or SOWs incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.

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

Peerfit, Inc.

By: 

Name: Scott H Peoples

Title: President

Date: 11/8/2017

By:  FOR

Name: Michele Lieberman

Title: Interim County Manager

Date:

APPROVED AS TO FORM


ALACHUA COUNTY ATTORNEY

**ADDENDUM TO ENTERPRISE HEALTH SERVICE PROVIDER AGREEMENT
BETWEEN ALACHUA COUNTY AND PEERFIT, INC**

This Addendum is incorporated and made part of the Enterprise Health Service Agreement, effective November 20, 2017 between Alachua County ("County") and Peerfit, Inc. (Peerfit) for (the "Agreement").

Regardless of any conflicting language found in the Agreement, the language contained in this Addendum shall prevail.

1. Payment for all sums properly invoiced shall be made in accordance with the provisions of §218 Part VII, Florida Statutes (Local Government Prompt Payment Act).
2. **Term.** The Agreement shall be for an initial term of one year from date of execution through September 30, 2018. The County may renew the Agreement, through written amendment, for one-year terms, unless written notification is provided to the vendor 30 days prior to the end of the term. Any changes to contract terms must be agreed upon in writing by both parties as part of the contract renewal process.

The County's performance and obligation to pay under the Agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that the Agreement is not a commitment of future appropriations.

3. **Project Records**

a. **General Provisions:**

- i. 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 Section 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.
- ii. In accordance with Section 119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), when acting on behalf of the County, as provided under 119.011(2), F.S., 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, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

b. Confidential Information

- i. 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 Section 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" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."
 - ii. The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. 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.
- c. **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), F.S., 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.

d. Compliance

- i. If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
- ii. A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ALACHUA COUNTY RISK MANAGER AT E-MAIL: jcarnell@alachuacounty.us, PHONE: (352) 374-5297, OR U.S MAIL AT RISK MANAGER, 12 SE 1ST STREET, GAINESVILLE, FL 32601

4. Indemnification

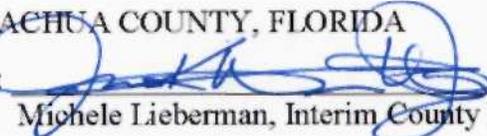
- a. The Professional agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all third-party claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof to the extent resulting from the gross negligence, recklessness, or willful misconduct of the Professional. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Professional further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if their(claims, etc.) are groundless, false, or fraudulent. Professional agrees that indemnification of the

County shall extend to any and all work performed by the Professional, its sub-Professionals, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Professional's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Professional.

- b. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes.
5. In case of assignment of this Agreement by the vendor, the County may, at its sole option, terminate this Agreement by written notice to the vendor. Upon such notice, the vendor will immediately cease provision of services to the County. County will pay the vendor for all services provided up to the date of termination.

COUNTY

ALACHUA COUNTY, FLORIDA

By:  FOR
Michele Lieberman, Interim County Manager

Date: _____

Approved as to Form



Alachua County Attorney

PEERFIT INC.



Scott H Peebles

Printed Name

President

Title

Date: 11/8/2017



Alachua County Board of County Commissioners

Michele Lieberman, Interim County Manager

November 13, 2017

MEMORANDUM

To: Board of County Commissioners
From: Michele Lieberman, Interim County Manager
Subject: Delegation of Authority During Absence

This is to advise you that I will be out of the office beginning Monday, November 20, 2017 at 12 Noon through Friday, November 24, 2017 for the Thanksgiving Holiday. During this time, Jim Harriott, Deputy County Manager will be acting on my behalf with full authority. If needed, he can be reached by phone at (941) 650-9167 or email at jharriott@alachuacounty.us.

I will return to the office on Monday, November 27, 2017.

ML/kw

cc: J.K. "Jess" Irby, Alachua County Clerk
Sylvia Torres, Interim County Attorney
James K. Harriott, Jr., Deputy County Manager for Public Works and Growth Management
Gina Peebles, Assistant County Manager for Community and Administrative Services/Interim Human Resources Director
Carl Smart, Assistant County Manager for Public Safety and Community Support Services
Tommy Crosby, Assistant County Manager for Budget and Fiscal Services
Mark Sexton, Communications and Legislative Affairs Director
Latoya Gainey, BoCC Executive Coordinator
Teaire Lenard, BoCC Executive Staff Assistant
File