

**AGREEMENT  
FOR  
{Contract\_Title}**

**THIS AGREEMENT** is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **{Vendor\_Legal\_Name}**, a {AC\_state}, hereinafter referred to as "Consultant."

**WITNESSETH**

**WHEREAS**, the County issued Type of Solicitation ( ) # {Confirm\_Number} on {Effective\_Date}; and,

**WHEREAS**, the County evaluated the proposals in accordance with §287.055, F.S., and

**WHEREAS**, the County issued a Notice of Recommended Award on Date NORA was signed by Procurement Official; and

**WHEREAS**, the Consultant has reviewed the consulting services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

**NOW, THEREFORE**, the County and the Consultant, in consideration of the mutual covenants contained herein, agree as follows:

**I. CONSULTANT'S SERVICES**

The Consultant agrees to diligently provide all services for {Contract\_Title} and to perform such services in accordance with , attached as Exhibit A, and , attached as Exhibit B, both incorporated herein.

**II. TERM**

- A. This Agreement shall commence immediately upon the execution by the parties and shall continue for a period of . Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the County.
- B. Agreement may be renewed for up to additional one-year periods subject to written agreement of both parties. **OR**
- C. The Agreement shall commence immediately upon execution by both the County and the Consultant and shall continue through completion of the Project. Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the County.

### **III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE**

- A. The County shall pay the Consultant for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed Insert Written Dollar Amount (\$ {Current\_Contract\_Amount}) for the entire Project in accordance with Exhibit C Fee Schedule, attached hereto and incorporated herein.
- B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in this Agreement will be adjusted to exclude any significant sums by which the County determines the amount by which the Agreement was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.
- D. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Consultant if the necessary appropriation is not made.

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

- A. The County shall pay the Consultant through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq., F.S., upon receipt of the Consultant's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Agreement.
- B. The Consultant shall submit an invoice for payment to the County to the address indicated on the purchase order. The County shall make payment as specified in Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C. The Consultant's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the County.

### **V. ADDITIONAL SERVICES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the County.
- B. If the County's Administrative Agent requires the Consultant to perform additional services related to this Agreement then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Agreement. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

**VI. LIABILITY OF CONSULTANT**

- A. Pursuant to §725.08(1), F.S., the Consultant shall indemnify and hold harmless the County from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.
- B. This section shall survive the expiration or termination of this Agreement.

**VII. CONSULTANT'S INSURANCE**

Consultant shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.

**VIII. RESPONSIBILITIES OF THE CONSULTANT**

- A. Consultant acknowledges that it is familiar with the requirements of Exhibit A, , and that it will perform the services as required.
- B. The Consultant agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

- D. The Consultant warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- E. The Consultant agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate the contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Consultant from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Consultant does not abide by the terms of this subsection.
- F. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in Section 4.3 of the Sarasota County Procurement Manual. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- G. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- H. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- I. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives.

Such records shall be retained for a minimum of ten (10) fiscal years (from October to September) after completion of the services.

- J. The Consultant shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any County Commissioner, regulatory agency or private citizen relating to this Agreement.
- K. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS**

- A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with its services shall be delivered to, and shall become the property of the County upon acceptance by the County. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the County. Specific written authority is required from the County's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-County project.
- B. Notwithstanding the above, any reuse of the work products by the County on other projects will be at the risk of the County.
- C. The County records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to County GIS Standards, and CAD drawings submitted must adhere to County CAD standards.
- D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County systems. The County operates on a Packetlight Layer 1 optical network. The Layer 2 and Layer 3 ethernet network utilizes Cisco equipment. The

County's network is positioned behind a CheckPoint firewall. County PCs run the latest version of the Windows operating system and Windows-compatible software. The County's Wi-Fi network is Cisco-based. Additional details regarding County technology and systems may be obtained by contacting the County's Office of Enterprise Information Technology.

**X. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL**

- A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- B. The Consultant shall ensure that all key personnel, identified in Exhibit A, and support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.

**XI. OBLIGATIONS OF COUNTY**

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:
  - 1. Review of all Consultant payment requests for approval or rejection.
  - 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.
- B. The County shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) calendar day's written notice to the Consultant to terminate the services of the Consultant. The County shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Consultant to satisfy the requirements of this Agreement, as determined by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination. The Consultant shall

be notified in writing by the County and, within the time period specified by the County, shall cure such default, or if acceptable to the Administrative Agent, propose a plan for curing such default. If the Consultant fails to cure such default within the notice period, the Agreement shall immediately terminate. Notwithstanding the forgoing, in the event the default is not curable (as determined by the County) notice of termination date shall be given as deemed appropriate by the County.

- C. In the event the County's termination of this Agreement for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XII.A. above.
- D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated above. Consultant shall have one hundred and eighty (180) days to submit invoices. Invoices after one hundred and eighty (180) days may not be accepted for payment.
- F. The Consultant shall have the right to terminate services only in the event of the County failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than ninety (90) calendar days.
- G. The County reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

### **XIII. STOP WORK ORDER**

The County's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the County. Before the stop

work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII. A.

In the event the County determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

#### **XIV. DISPUTE RESOLUTION**

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.



G. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**XV. NOTICES**

A. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

Consultant's Representative:	County's Administrative Agent:
Name: _____	Name: {Admin Agent} _____
Title: _____	Title: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-Mail: {AA Email} _____

B. Any change in the County's Administrative Agent or the Consultant's Representative will be promptly communicated by the party making the change.

**XVI. SCRUTINIZED COMPANIES**

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**XVII. PUBLIC RECORDS**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County  
Public Records office  
1660 Ringling Blvd.  
Sarasota, FL 34236**

**Phone: 941-861-5886  
Email: [publicrecords@scgov.net](mailto:publicrecords@scgov.net)**

**XVIII. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. The solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by reference.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. Request for Professional Services
  3. County's Purchase Order

[The remainder of this page left blank intentionally]

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

WITNESS:

{Vendor\_Legal\_Name}:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_

{Sig Block / Official\_AC}

CHAIR

Jennifer Slusarz, CPPO, CPPB

Procurement Official

Jonathan R. Lewis,

County Administrator

DATE: \_\_\_\_\_

{Signature\_Block}

Approved as to form and correctness:

BY: \_\_\_\_\_

County Attorney

**EXHIBIT A  
SCOPE OF SERVICES**

**DRAFT**

**EXHIBIT B  
PROJECT SCHEDULE**

**DRAFT**

**EXHIBIT C  
FEE SCHEDULE**

**DRAFT**

**EXHIBIT D  
INSURANCE REQUIREMENTS**

For purposes of this Exhibit D, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

DRAFT