

## REVENUE GENERATING AGREEMENT

# \_\_\_\_\_

for

\_\_\_\_\_  
**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, authorized to do business in the State of Florida, whose business address is \_\_\_\_\_, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

### **WITNESSETH:**

1. **AGREEMENT TERM.** The Agreement shall be for a \_\_\_\_\_ (\_\_\_\_\_) year period, commencing ☐ upon the date of Board approval; or ☐ on \_\_\_\_\_ and terminating \_\_\_\_\_ (\_\_\_\_\_) year(s) from that date.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for \_\_\_\_\_ (\_\_\_\_\_) additional \_\_\_\_\_ (\_\_\_\_\_) year(s) periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT OF SERVICES.** The Contractor shall be open for business to the public no later than thirty (30) days after the date of this Agreement as evidenced by a Notice to Proceed.
3. **STATEMENT OF WORK.** The Contractor shall provide services in accordance with the terms and conditions of \_\_\_\_\_ (\_\_\_\_\_) # \_\_\_\_\_, including all Attachment(s), Exhibit(s) and Addenda and the Contractor's proposal referred to herein and made an integral part of this Agreement.

The Contractor shall also provide services in accordance with **Exhibit A – Scope of Services** attached hereto. It is not permissible for other County divisions or governmental entities to utilize the Agreement.

3.1 This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.

4. **THE AGREEMENT SUM.** The Contractor shall pay the County for the performance of this Agreement based on Exhibit B- Fee Schedule, attached hereto.
5. **DEFAULT IN PAYMENT.** If the payment of consideration and accumulated daily penalties are not received within thirty (30) days after the normal monthly due date, then the County may take possession of the Contractor's assets on County property and may terminate this Agreement. A monthly report as identified in Section 5 shall also be submitted to the Director of Parks and Recreation or Designee, by the fifteenth (15<sup>th</sup>) of each month. This report shall accompany the monthly Statement of Gross Receipts and shall be subject to audit. Contractor's failure to remit any such payment or produce the reports shall be considered a material breach of the Agreement.
6. **MONTHLY REPORTING REQUIREMENTS.** The Contractor will be required to submit a written monthly report, as identified in Exhibit A – Scope of Services, by the fifteenth (15<sup>th</sup>) day of the following preceding month that contain the following stated below. Contractor's failure to produce these required monthly reports shall be considered a material breach of the Agreement. The report will be approved by the Director of Parks and Recreation, or Designee and, at minimum, shall include hours of operation, daily attendance figures, weather conditions. The Contractor shall provide the County a copy of its State Sales and Use Tax Report, as prescribed by the State of Florida Revenue [http://dor.myflorida.com/dor/taxes/sales\\_tax.html#tab1](http://dor.myflorida.com/dor/taxes/sales_tax.html#tab1).

A monthly report of gross receipts, the payments computed on that amount, and any other taxes and fees due must be submitted to the County through the Director of Parks and Recreation, to be received by the fifteenth (15<sup>th</sup>) of each month. In the event the Concessionaire fails to pay this consideration or submit their monthly report within five (5) days of such due date, there shall be a late charge of fifty dollars (\$50.00) per day. If the payment of consideration and accumulated daily penalties are not received within thirty (30) days after the normal monthly due date, then the County may take possession of the Concessionaire's assets on County property and may cancel this Agreement. The County has no duty to notify the Concessionaire of its failure to remit any such payment or report

7. **FINANCIAL REVIEW, RECORDS, AUDIT.** The Contractor shall provide, at its expense, an annual independent review of the Contractor's financial records. The purpose of this review is to substantiate that the County has been compensated in accordance with this Agreement.

The Contractor shall establish and maintain such records as now exist and may hereafter be prescribed by the County in the future to provide evidence that all terms of this Agreement have been and are being observed. The Contractor grants to the County the right and authority to audit all records, documents, and books pertaining to the concession operations. Such audit will be conducted at locations and at a frequency determined by the County and communicated to the Contractor. The Contractor agrees to provide materials for the audit at the place designated by the County within three (3) business days after the County's notice to do so is received by Contractor, all at no cost to the County.

8. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C.

9. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or emailed to the Contractor at the following:

**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Authorized Agent:** \_\_\_\_\_  
**Attention Name & Title:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email(s):** \_\_\_\_\_

All Notices from the Contractor to the County shall be deemed duly served if mailed or emailed to the County to:

**Board of County Commissioners for Collier County, Florida**

**Division Name:** \_\_\_\_\_  
**Division Director:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**Contract Administrator:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email(s):** \_\_\_\_\_

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

10. **NOT A LEASE.** No part, parcel, building, structure, equipment or space is leased to the Contractor. The Contractor is not a lessee. The Contractor's right to operate the concession shall continue only so long as the concession operation complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.
11. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
12. **FACILITIES.** The Contractor shall maintain sanitary, neat and safe facilities and orderly operations at all times to ensure a maximum value to guests. The Contractor acknowledges it is assuming responsibility for managing the Concession Operations Areas in its current "as is" condition and in good order.
13. **MAINTENANCE AND REPAIRS.** The concessionaire shall to the satisfaction of the Director of CCRPD or authorized representative to provide normal and routine daily, monthly, yearly maintenance of the facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and

safety of visitors and patrons. Maintenance is to include but is not limited to bi-annual hood system cleaning, power-washing of the deck where concession operation is based, cleaning of tables, chairs and trash facilities in the concession area, and the cleaning and maintenance of grease traps if grease traps are a part of this operation per the grease trap permitting requirements of Marco Island. Any improvements to an existing structure must be approved in writing by the CCRPD Director or designee. All structures and improvements shall become the property of Collier County at the end of the resultant Agreement. Any alterations made for the benefit of the concessionaire shall be paid for by the concessionaire.

14. **TRASH, RUBBISH AND GARBAGE REMOVAL.** The County will provide all garbage, trash and rubbish receptacles within the confines of the area. The concessionaire shall be responsible for the pickup and removal of all rubbish, trash and garbage including removal of trash from the concession area to the dumpster. The concessionaire agrees to perform daily removal of litter in the immediate exterior area within fifty (50) feet of the concession.
15. **POINT OF SALE EQUIPMENT:** The concessionaire must use point-of-sale (POS) electronic cash machines or other electronic accounting control equipment for the proper control of cash payments. Point of Sale reports must be maintained and made available upon demand during the entire term of the resultant Agreement with Collier County. All electronic cash equipment and accounting procedures must be approved by the Collier County Finance Department. All sales must be accompanied by a receipt to the customer.
16. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

17. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
18. **FORCE MAJEURE.** If closure of the facilities or loss of equipment, of either or all facilities, is due to unforeseeable causes beyond the control of Contractor, and not due to its own fault or neglect, including but not restricted to, acts of nature or of public enemy, acts of government

or of the County, fires, floods, hurricanes, civil disorder, epidemics, quarantine regulations, strikes or lock-outs, etc., the County will allow pro rata adjustment of monthly payments up to the time such damage is repaired and/or the loss of time related to the closure of the facilities. The County must be made aware of the time of closure within forty-eight (48) hours up to the time the damage is repaired or other circumstances return to normal.

19. **CONTRACTOR NOT TO REMOVE PROPERTY.** Contractor shall not remove from the Concession Operations Areas any personal property brought thereon or any replacements thereto by the Contractor for the purpose of this Agreement, except such items as may be removed with the express written permission of the Director of Parks and Recreation, or Designee. Upon expiration of the term specified in Section 1, if the Contractor has made full payment under this Agreement and has fully complied with the terms of this Agreement, Contractor may remove personal property from the County facilities and shall do so within fifteen (15) days following the expiration of this Agreement, provided such personal property must be removed without damage to the premises. On Contractor's failure to do so, the County may cause same to be removed and stored at the cost and expense of the Contractor, and the County shall have a continuing lien thereon in the amount of the cost and expense of such removal and storage until paid, and County may sell such personal property and reimburse itself for such costs and expense, plus all expenses of the sale.
20. **COOPERATION.** The Contractor agrees to cooperate with the County in the conduct of surveys and to provide reports of visitor usage of all concession services, as requested by the Director of Parks and Recreation or Designee. The County shall provide Contractor with advance notice of any special event and shall coordinate with the Contractor regarding same. County shall provide Contractor with notice of the availability of plans for any remodeling of the facilities.
21. **INSPECTION.** The County reserves the right to conduct unscheduled inspections at any time by an authorized representative of the Director of Parks and Recreation, or by any other agency having responsibility for inspections of such operations. Contractor shall undertake immediately the correction of any deficiency as cited by such inspectors; failure to comply shall be considered a material breach of the Agreement.
22. **WAIVER OF INTERFERENCE.** The Contractor hereby waives all claims for compensation for loss or damage sustained by reason of any interference with the concession operation by any public agency or official in enforcing their duties or any laws or ordinances. Any such interference shall not relieve the Contractor from any obligation hereunder.
23. **WAIVER OF LOSS FROM HAZARD.** The Contractor hereby expressly waives all rights, claims, and demands and forever releases and discharges the County from all demands, claims, actions and causes of action arising from this Agreement, except intentional torts.
24. **NO LIENS.** Contractor will not suffer or, through its actions or by anyone under its control or supervision, cause to be filed upon the property any lien or encumbrance of any kind. In the event any lien is filed, Contractor shall cause such lien to be discharged within ten (10) days after written notice to do so from the County.
25. **ORDERLY OPERATIONS, ETC.** The Contractor shall have a neat and orderly operation at all times and shall be solely responsible for necessary housekeeping services to properly maintain

the premises. There shall be no living quarters, nor shall anyone be permitted to live on the premises.

26. **EMPLOYEES; MANAGER.** The Contractor shall employ people to work at this facility who are neat, clean, well-groomed and courteous. All employees shall observe all the graces of personal grooming. Subject to the American with Disabilities Act, Contractor shall supply competent employees, who are physically capable of performing their employment duties and the County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County property is not in the best interest of the County. All Contractor employees shall wear shirts and shorts with the Contractor's logo or other identifying marking. The Contractor shall have an experienced manager overseeing the concession operations at all times when open for business. When the manager is absent, the operation shall be directed by an assistant manager, experienced and trained in Concession operations and at least twenty-one (21) years of age. All managers will be Food Safe Compliant with all State of Florida and Collier County "Serve Safe" requirements and licenses. There shall be an after-hours contact person available by telephone and the contact phone number shall be provided to the Director of Parks and Recreation, or Designee.

Background checks must be conducted on all employees prior to performing services at the concessions which is to be conducted by the County's Facilities Management staff at the expense of the Contractor. The Contractor must have a drug and alcohol policy consistent with County Policies (CMA 5312).

27. **HOURS OF OPERATION.** During the term of this Agreement concession will be adequately staffed on days and times identified in Exhibit A of this Agreement and as approved by the Parks and Recreation Director or designee. Days and hours will be posted and any changes from posted hours will be communicated within seven (7) days of the change. The operation should continue throughout the year including applicable holidays.

The Contractor may open additional days, subject to prior written approval of the Director of Parks and Recreation or Designee. All hours and days of operation shall be conspicuously posted and easily read by park visitors. Any changes from posted hours and days will be communicated within seven (7) days of the change.

The Contractor shall be responsible to the Director of Parks and Recreation Division for the satisfactory and courteous operation of the programs and concessions.

28. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, the concession facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted.

In the event of any violation of this Agreement by the Contractor, or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the operation of the concession. Should the Contractor fail to promptly correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or

practice, such suspension shall continue until the violation is cured. The Contractor further agrees not to commence operation during such suspension period until the violation has been corrected to the satisfaction of the County.

29. **NO DISCRIMINATION**. There shall be no discrimination as to race, gender, color, creed or national origin in the operations referred to by this Concession Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or operation of the premises. All facilities located on the premises shall be made available to the public, subject to the right of the Contractor to establish and enforce rules and regulations to provide for the safety, orderly operation and security of the facilities.
30. **NO DANGEROUS MATERIALS**. The Contractor shall not use or permit in the facilities the storage of illuminating oils, oil lamps, turpentine, benzene, naphtha, or other similar substances, or explosives of any kind, or any substance or articles prohibited in the standard policies of fire insurance companies doing business in the State of Florida.
31. **COUNTY CONTROL COUNTY PARK CONCESSION**. Nothing in this Agreement will preclude the County from using the public areas of the County facilities for public and/or civic purposes. In the event of occurrences previously mentioned, the Contractor will be notified, as deemed necessary by the Director of Parks and Recreation or Designee.
32. **FLORIDA LAW**. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
33. **VEHICLES IN PARK**. Vehicles are allowed in the areas only where roadways are provided. Vehicles shall park only in areas designated by the County for vehicle parking. Any vehicles that are to be used for concessions must have prior written approval of the Parks and Recreation Director or Designee.
34. **STORAGE**. Contractor shall obtain approval for any storage of equipment in County facilities from the appropriate permitting agencies. No overnight storage of any kind shall take place on the premises unless approved in writing by the Director of Parks and Recreation or Designee and is contingent upon approval of the appropriate permitting agency. Equipment (i.e., chairs, umbrellas, paddleboards) stored on the beach must be removed from the beach, consolidated, and secured along the edge of the dune line before 9:30 p.m. daily. During sea turtle nesting season (May 1 - October 31). The storage of equipment on the beach must comply with sea turtle protection as outlined in Collier County LDC 9.04.06.H.3.
35. **STORM WARNING**. Upon declaration of a hurricane projecting an imminent strike, or the implementation of evacuation procedures from Collier County, Contractor shall meet with the Director of Parks and Recreation or Designee for the formulation of plans for the removal of all perishable goods and to ensure the concession site has been properly secured for hurricane approach. Contractor is required to secure all items owned and maintained by the Contractor.
36. **CONTAINERS**. The sale of items in glass containers is not permitted. The County has a recycle program in place and the Contractor is required to comply with that program with respect to the disposal of containers. Straws are prohibited.

37. **SAFETY AND SECURITY.** The Contractor must provide at its expense any security measures to protect its area, equipment and materials. Such security measures may not violate any other restriction(s) of this Agreement. The County will not assume any responsibility for Concession Operations Areas security or alarms other than the security cameras at common areas and routine law enforcement patrols by Collier County Park Ranger patrols. Smoke, fire or fume activation within the Contractor's work area, and the reporting of those activations to the County is the responsibility of the Contractor.

In the event of any emergencies, safety or security accident or incident to employees, visitors, and/or property the Contractor must communicate to the Director of Parks and Recreation, or Designee, immediately followed by a written incident report. The Contractor is to have a written safety and security plan for the Concession Operations Areas. The Contractor will cooperate with all jurisdictional law enforcement agencies and personnel.

38. **SIGNAGE.** The Contractor shall provide, at his sole expense, required signs at all public approaches to the Concession. All signage, advertising and posting shall be as approved by the Director of the Parks and Recreation Division or Designee. Signs that will be used for advertising purposes shall be constructed and maintained to County standards as defined by the Code Compliance Department. The use of the Collier County Logo is prohibited.

39. **CONCESSION PRICES.** All prices must be displayed and visible by the Concessionaire's customers. All such prices and fees must be approved in writing by the Director of Parks and Recreation or Designee. The Concessionaire may request in writing to sell additional products or provide additional related services at any time during the term of the Agreement. The County reserves the right to accept, or reject, those additional products or services at its sole discretion. The Concessionaire shall sell only those items approved in writing by the County.

40. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be the sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

41. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

42. **INSURANCE.** The Contractor shall provide insurance as follows:

A. ☐ **Commercial General Liability:** Coverage shall have minimum limits of \$ \_\_\_\_\_ Per Occurrence, \$ \_\_\_\_\_ aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. ☐ **Business Auto Liability:** Coverage shall have minimum limits of \$ \_\_\_\_\_



Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. ☐ **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$\_\_\_\_\_ for each accident.

D. ☐ \_\_\_\_\_: Coverage shall have a minimum limit of \$\_\_\_\_\_ per claim.

**Special Requirements**: Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR, Collier County Government shall be listed as the Certificate Holder and included as an "Additional Insured" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Contractor's policy shall be endorsed accordingly.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: thirty (30) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that the Contractor is required to meet.

43. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

43.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the

County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

44. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by \_\_\_\_\_.
45. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
46. **APPLICABILITY.** Only the sections corresponding to any checked box ( ☒ ) will apply to this Agreement.
47. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificates, Exhibit A Scope of Services, Exhibit B Fee Schedule, ☐ Request for Proposal (RFP), ☐ Invitation to Bid (ITB) including Exhibits, Attachments and Addenda/Addendum and Other: \_\_\_\_\_.
48. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
49. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(b) as stated as follows:

**IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT:**

**Communication and Customer Relations  
Division 3299 Tamiami Trail East, Suite 102  
Naples, FL 34112-5746**

The Contractor must specifically comply with the Florida Public Records Law to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

50. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
51. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
52. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required

hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

53. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
54. **AGREEMENT STAFFING.** The Contractor's personnel and management to be utilized for this Agreement shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet required services.
55. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of solicitation the Contractor's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.
56. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
57. **SECURITY.** The Contractor is required to comply with County Ordinance 2004-52, as amended. Background checks are valid for five (5) years and the Contractor shall be responsible for all associated costs. If required, Contractor shall be responsible for the costs of providing background checks by the Collier County Facilities Management Division for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years. All of Contractor's employees and subcontractors must wear Collier County Government Identification badges at all times while performing services on County facilities and properties. Contractor ID badges are valid for one (1) year from the date of issuance and can be renewed each year at no cost to the Contractor during the time period in which their background check is valid, as discussed below. All technicians shall have on their shirts the name of the contractor's business.

The Contractor shall immediately notify the Contract Administrator and the Collier County Facilities Management Division via e-mail ([DL-FMOPS@colliergov.net](mailto:DL-FMOPS@colliergov.net)) whenever an employee assigned to Collier County separates from their employment. This notification is critical to ensure the continued security of Collier County facilities and systems. Failure to notify within four (4) hours of separation may result in a deduction of \$500 per incident.

**IN WITNESS, WHEREOF**, the Contractor and the County, by an authorized person or agent, have executed this Agreement on the date and year first above written.

ATTEST:

Crystal K. Kinzel, Clerk of Courts &  
Comptroller

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

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

Dated: \_\_\_\_\_  
(Seal)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Contractor's Witnesses:

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Second Witness

\_\_\_\_\_  
Print Name and Title

Approved as to Form and Legality:

\_\_\_\_\_  
County Attorney

**Exhibit A**  
**SCOPE OF SERVICES**

☐ following this page (pages \_\_\_\_\_ through \_\_\_\_\_)

**Exhibit B**  
**Fee Schedule**

☐ following this page (pages \_\_\_\_\_ through \_\_\_\_\_)

## Other Exhibit/Attachment

Description: \_\_\_\_\_

☐ following this page (pages \_\_\_\_through\_\_\_\_)

☐ this exhibit is not applicable