

AGREEMENT
FOR [SERVICE]
BY AND BETWEEN
GREGORY TONY, Ph.D, AS SHERIFF OF BROWARD COUNTY, FLORIDA
and
[COMPANY/CORPORATION NAME]

THIS AGREEMENT is made and entered into this ____ day of _____, 2026 by and between Gregory Tony, Ph.D., as Sheriff of Broward County, Florida located at 2601 West Broward Blvd., Fort Lauderdale, Florida 33312 (hereinafter referred to as "SHERIFF") and [COMPANY/CORPORATION NAME], a Florida [ENTITY TYPE] with a principal place of business at: [PRINCIPAL CORPORATE ADDRESS] (hereinafter referred to as "CONTRACTOR").

WHEREAS, the SHERIFF issued a solicitation for RFP 26008SD (hereinafter referred to as "[RFP]") marked as Exhibit A and attached hereto and incorporated herein by reference;

WHEREAS, the CONTRACTOR submitted a proposal to RLI/RFP marked as Exhibit B and attached hereto and incorporated herein by reference;

WHEREAS, the SHERIFF selected CONTRACTOR to perform the services under the RLI/RFP;

THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

SECTION I
SCOPE OF SERVICES

CONTRACTOR shall provide services for a hazardous material train derailment exercise/workshop as identified in RFP under the terms, conditions, requirements, technical provisions, specifications and criteria itemized in the Scope of Services, contained within RFP as modified and detailed through the CONTRACTOR'S proposal to RFP (hereinafter referred to as the "Project"), and herein.

SECTION II
ORDER OF PREFERENCE AND EXPRESS LIMITATION OF CONTRACTOR'S
EXCEPTIONS TO RFP

2.1 The parties agree for purposes of this Agreement, the Agreement shall include this agreement, all of its exhibits and addendums, and subsequent amendments duly executed by the parties. The parties agree that should there be a conflict between the terms and conditions herein and the Agreement's exhibits and addendums, the terms of this Agreement shall govern first, then Exhibit A, and then by Exhibit B. The parties further agree, unless otherwise expressly addressed herein this section, CONTRACTOR's exceptions as listed in Exhibit B are not agreed to by the parties and shall not be construed to have been adopted.

2.2 [Insert agreed upon CONTRACTOR'S exceptions, if any]

SECTION III

MANNER OF PERFORMANCE

3.1 CONTRACTOR shall perform all services in a sound and workmanlike manner. All services shall adhere to the professional standards exercised by fellow professionals for similar projects. CONTRACTOR agrees to complete work in a satisfactory, safe and timely manner as determined by SHERIFF in strict conformity with RFP.

3.2 CONTRACTOR shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. CONTRACTOR shall not be subject to the direction or control of SHERIFF, except as provided herein or required by applicable federal, state and local statutes, laws, rules, ordinances or regulations.

3.3 CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

3.4 CONTRACTOR and CONTRACTOR'S employees and agents and subcontractors shall at all times keep their required state and local licensure active and in good standing as required by law when providing services under this Agreement. CONTRACTOR will notify SHERIFF in writing if such licenses are revoked, voided, terminated or expired.

3.5 The parties agree that time is of the essence and that the CONTRACTOR will complete the evaluations, reports, plans, testing, designs, performances and other services related to the Project in a judicious and timely manner.

3.6 Unless otherwise agreed to, all CONTRACTOR'S work at a SHERIFF'S physical site or location shall be done during normal SHERIFF'S working hours (8:30a.m. to 5:00p.m.), or such other times mutually agreeable by and between the parties but shall not occur over holidays, past 5:00p.m. or on the weekends.

SECTION IV

TERM

4.1 Unless the parties agree otherwise in writing, this Agreement is to commence on [MONTH] [DAY], 202[Y] and shall remain in effect through [MONTH] [DAY], 202[Y], unless terminated early or extended as more fully described herein.

4.2 SHERIFF may elect to renew this Agreement for an additional two (2) one (1) year options on the same terms and conditions and pricing contained herein by providing CONTRACTOR with a written notice no later than thirty (30) days before the then expiring term.

SECTION V

CONSIDERATION

5.1 CONTRACTOR shall be paid based upon the payment schedule as outlined in the RFP.

5.2 Invoices shall be submitted to the Sheriff's Contract Administrator at 2601 W. Broward Boulevard, Fort Lauderdale, FL 33312, with an e-mail copy to accounts_payable@sheriff.org detailing the services provided, the employee category of the individual performing the services, the purchase order number and the percentage of completion. Unless SHERIFF has an objection to an invoice, SHERIFF shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR'S invoice.

5.3 No additional costs or expenses will be charged to the SHERIFF, unless such costs or expenses are pre-approved by the SHERIFF and reflected in writing.

5.4 Under no circumstances shall CONTRACTOR nor any of its employees, agents or subcontractors acquire any type of lien or security interest in any real or personal property to secure payment under this Agreement and all such claims of liens or security interests are hereby waived by CONTRACTOR by execution of this Agreement relative to the Project.

SECTION VI

REIMBURSABLE EXPENSES

6.1 The cost of any and all necessary permits for the project is included in the project price provided in Exhibit B. Any reimbursable expenses shall be included in the consideration payable to the CONTRACTOR as more fully described in Section V of this Agreement.

6.2 Unless agreed otherwise in writing by SHERIFF, SHERIFF shall not be charged travel costs to/from any Project site or any office overhead expenses, supplies, copy charges, stamped plans/drawings, certification costs, telephone or telecommunication charges, postage or courier charges.

6.3 There shall be no travel expenses or costs passed on to SHERIFF, unless expressly agreed to by and between the parties and itemized within the CONTRACTOR'S proposal.

SECTION VII

RECORDS

7.1 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested

- records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) 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 SHERIFF.
 - (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF 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.
 - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide SHERIFF with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

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: ERIN FOLEY, DIRECTOR OF PUBLIC RECORDS, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin.Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.

7.2 SHERIFF shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to SHERIFF in written form.

7.3 CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records,

and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for SHERIFF'S disallowance and recovery of any payment upon such entry.

SECTION VIII **OWNERSHIP**

8.1 SHERIFF shall be the owner of all materials, drawings, calculations, imagery, plans, specifications, documents, architectural and shop drawings, permit applications, documents in support of the permit and permit application and any other information produced as a result of this Agreement. CONTRACTOR agrees to provide any undelivered materials, drawings, specifications, documents, and any other information to SHERIFF within ten (10) days of the completion, expiration, or termination of this Agreement. For security reasons, all copies of plans, blue prints, site designs and related documents pertaining to this Project shall be gathered by the CONTRACTOR at project completion and shall be safeguarded from any distribution or scrutiny at any time without the expressed written permission of the SHERIFF.

8.2 CONTRACTOR shall not claim copyright, or mark as copyrighted, any and all materials, plans, designs, architectural and shop drawings, documents, exhibits, videos, audio or visual work product delivered to SHERIFF. If any intellectual property is generated by CONTRACTOR under this Agreement, then this Agreement shall be considered a "work for hire" and all intellectual property rights, if they exist, vest solely with SHERIFF who may reproduce, distribute, copy all deliverables, software and hardware systems and processes, documents, voice files, audio files, video files, transcripts, exhibits and alike, without limitation and without additional compensation to the CONTRACTOR.

8.3 Without any additional licensing fees or costs to SHERIFF, SHERIFF shall be provided source codes and passwords, including such codes and passwords to CONTRACTOR'S proprietary software and systems related to the Project (if any), to facilitate SHERIFF'S ability to continue the use of any system (and related software) related to the Project without the aid or services of the CONTRACTOR after the Agreement terminates or any maintenance or support periods terminate. If necessary, to carry out the provisions within this paragraph, SHERIFF shall be provided by CONTRACTOR a continuous, perpetual license to operate any system (software or data system) related to the Project.

SECTION IX **QUALIFICATIONS OF STAFF**

CONTRACTOR agrees that the services provided under this Agreement shall be provided by staff that are educated, trained, experienced, and licensed in all areas encompassed within their

designated duties. CONTRACTOR agrees to furnish SHERIFF any and all documentation, certifications, authorizations, licenses, permits, and registrations currently required by applicable laws, rules, or regulations. CONTRACTOR further certifies that it will keep all licenses, permits, registrations, authorizations, and certifications required by applicable laws, rules and regulations in full force and effect during the term of this Agreement. Any of CONTRACTOR'S staff, employees, agents, representatives and subcontractors providing services under this Agreement shall be subject to the SHERIFF'S approval prior to providing such services.

SECTION X

EMPLOYMENT RESPONSIBILITY

10.1 Any employees utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed employees of CONTRACTOR, not of SHERIFF.

10.2 Accordingly, CONTRACTOR shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other recognized employee fringe benefits.

10.3 SHERIFF shall not be liable for and CONTRACTOR agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, or servants during the performance of the services, duties, and responsibilities contemplated herein.

10.4 SHERIFF reserves the right to approve all persons employed by or subcontracted by the CONTRACTOR on this Project at any time for security purposes. If requested by SHERIFF, persons working on the Project shall provide a copy of their Driver's License and their Social Security number for security clearance to work on the project. Any person working on this Project without clearance may, at the SHERIFF's sole discretion, cause immediate termination of the Contract.

10.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Every Contractor shall, upon request, provide evidence of compliance with this provision to the SHERIFF. Failure to comply with this provision is a material breach of an Agreement, and the SHERIFF may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with SHERIFF securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

SECTION XI **SUBCONTRACTORS**

CONTRACTOR shall not subcontract or assign its rights or obligations under this Agreement, unless prior written approval is received from the SHERIFF. CONTRACTOR shall remain responsible for any and all work product produced, or expected to be produced, related to this Agreement.

SECTION XII **CRIMINAL HISTORY**

12.1 CONTRACTOR represents that its principal owners, partners, corporate officers, and employees, do not have any past felony criminal convictions or any pending criminal charges. CONTRACTOR has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

12.2 CONTRACTOR'S staff may be subject to a criminal background check prior to providing services pursuant to this Agreement. CONTRACTOR'S staff or subcontractors will provide personal identification as requested by SHERIFF so that SHERIFF may conduct said background checks.

SECTION XIII **INDEPENDENT CONTRACTOR**

13.1 CONTRACTOR has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

13.2 CONTRACTOR shall, at all times, be an independent CONTRACTOR under this Agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind SHERIFF.

13.3 CONTRACTOR shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees.

SECTION XIV **DATA PROGRAMS, COMPUTER SERVICES, TELECOMMUNICATIONS AND** **INTERNET APPLICATIONS**

14.1 This section shall apply if the CONTRACTOR is providing any data services, data programs, hosted solutions, cloud services, internet services, internet applications, telecommunications services or any data technology.

14.2 All data, internet, software systems and telecommunication systems related to the Project and supplied by CONTRACTOR shall not interfere with other telecommunication systems operated by SHERIFF. Any standalone data-circuit(s) or telecommunication line(s) not presently at any physical SHERIFF'S facility and which are needed to operate the systems related to the Project and are needed to avoid conflict with present operable systems at the facility, shall be paid for by CONTRACTOR.

14.3 Prior to performing any CONTRACTOR'S services, deliverables, software, formulas, calculations, work-flows, codes, scripts and data and processes, CONTRACTOR shall use commercially available industry acceptable anti-virus software to detect viruses in said deliverables/items or upon any media on which such deliverables/items is provided to SHERIFF.

14.3 CONTRACTOR also represents and warrants that, CONTRACTOR'S telecommunications systems, cloud hosting environment, software, codes, scripts, formulas, calculations, work-flows, data and processes are delivered or provided to SHERIFF, are free from malicious software, including but not limited to computer viruses, malware, ransomware, spyware, etc. No portion of such telecommunications or the media upon which data is stored or transferred has any type of undocumented software routines or other elements which is intentionally designed to permit, allow or cause any of the following:

- a. Unauthorized access to or intrusion upon;
- b. Disabling of;
- c. Erasure of; or
- d. Interference with

any hardware, software, data or peripheral equipment whether directly or by transference. In the event of a breach of this representation and warranty, CONTRACTOR shall pay for, and/or remedy or correct any damages, harm or malfunctions caused by a breach of the above at no cost to SHERIFF.

14.4 Upon termination of this Agreement for any reason, CONTRACTOR shall provide SEHRIFF with all of SHERIFF'S data and documents stored on CONTACTOR'S systems and storage devices (and cloud hosting locations) in a commercially available downloadable and readable format such as WORD, PDF, Excel, etc. without any proprietary claims thereto or codes needed by SHERIFF to read and access for SHERIFF'S future use.

14.5 If it is determined by SHERIFF that CONTRACTOR'S services provided under this Agreement require compliance with Criminal Justice Information Systems security protocols and training, as required by the Federal Bureau of Investigations or the Florida Department of Law Enforcement, then all such governmental protocols shall be followed, including but not limited to security components, training, screening, access procedures, etc.

SECTION XV **TERMINATION**

15.1 The failure of either party to perform under the terms and conditions of this Agreement for a period of fifteen (15) calendar days after written notice by the other party shall constitute a breach of this Agreement; provided, however, that if the nature of the breach is such that more than fifteen (15) calendar days are reasonably required for its cure then the breaching party shall not be deemed to be in breach if the breaching party commences to cure within said fifteen (15) day period and thereafter diligently prosecutes such cure to completion. In the event the breaching party does not cure within the time period provided herein, the non-breaching party may immediately terminate this Agreement upon written notice to the breaching party.

15.2 SHERIFF reserves the right to terminate this Agreement, or may terminate any individual Phase of the Project, for convenience upon providing the CONTRACTOR with a thirty (30) day advance written notice of such termination. In the event the SHERIFF terminates this agreement pursuant to this paragraph CONTRACTOR shall be paid for all the actual goods and services provided to the SHERIFF prior to the date of termination.

15.3 In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.

15.4 SHERIFF, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

- 15.4.1 CONTRACTOR'S violation of the Florida Public Records Act
- 15.4.2 CONTRACTOR'S violation of the E-Verify Provision within this Agreement
- 15.4.3 CONTRACTOR'S insolvency, bankruptcy, receivership, assignment of rights or assets
- 15.4.4 CONTRACTOR'S violation or non-compliance with the non-discrimination provisions of this Agreement
- 15.4.5 CONTRACTOR'S failure to maintain insurance in accordance with the insurance provisions within this Agreement
- 15.4.6 CONTRACTOR'S conduct or non-performance that amounts to a public safety hazard to the public or SHERIFF'S staff
- 15.4.7 Any of CONTRACTOR'S staff, agents, employees or subcontractors working on this project without proper security clearances

15.5 This Agreement and/or the future construction it contemplates is subject to funding and appropriations from the Broward County. If such funding or appropriations are not allocated at the discretion of Broward County, then this agreement and/or the future construction that it contemplates shall terminate and SHERIFF shall not be responsible for any further obligations or

payments to CONTRACTOR. In no way shall this provision be interpreted to limit or condition or affect SHERIFF'S right to terminate this Agreement pursuant to section 15.2.

SECTION XVI **CIVIL RIGHTS REQUIREMENTS**

16.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.

16.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual preference, marital status, or physical or mental disability.

16.3 The CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors, are not in violation of the terms of this Section.

SECTION XVII **CONFIDENTIALITY**

17.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of SHERIFF, including, but not limited to, its manner of operation, its plans, facility structures, facility blue prints or site plans, systems, security components, computer systems, criminal justice information, criminal justice activities, processes or other data of any kind, nature or description. Under no circumstances shall the plans or specifications for this project be transmitted or shared in part or in whole without the expressed written permission of the SHERIFF. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Agreement. CONTRACTOR acknowledges that a breach of this confidentiality during or following this period of this contract will cause irreparable injury to SHERIFF, that the remedy at law for any such violation or threatened violation will not be adequate and that SHERIFF shall be entitled to temporary and permanent injunctive relief.

17.2 Unless approved by the SHERIFF, CONTRACTOR shall not disclose, in any manner, either directly or indirectly, any information obtained by CONTRACTOR through its performance of this Agreement. CONTRACTOR shall have each employee, subcontractor, material man, agent, representative, and volunteer providing services pursuant to this Agreement and any party in which CONTRACTOR discloses information related to ANY Project, sign the Confidentiality Agreement attached hereto as Exhibit C.

SECTION XVIII

INDEMNIFICATION & SOVEREIGN IMMUNITY

CONTRACTOR shall indemnify and hold harmless the SHERIFF, and his officers and employees, from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of this Agreement. CONTRACTOR shall further indemnify and hold harmless the SHERIFF, and his officers and employees, from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, related to CONTRACTOR'S performance of this Agreement and other persons employed or utilized by CONTRACTOR in the performance of this Agreement. SHERIFF is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything included herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

SECTION XIX **INSURANCE**

19.1 Throughout the term of this Agreement and for all applicable statutes of limitation periods, CONTRACTOR shall maintain in full force and affect the insurance coverage set forth in this Section. The provisions within this Section shall survive the expiration or termination of this Agreement. Furthermore, CONTRACTOR will ensure that its subcontracts maintain the insurance coverage set forth in this Section and provide the Certificate of Insurance to BSO listing the additional insureds as set forth in Section 19.1(b) below.

- a. All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida; and (B) have agents upon whom service of process may be made in Broward County, Florida; and (C) have a Best's rating of A-VI or better.
- b. Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members shall be named as an Additional Insureds with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- c. All insurance policies shall be endorsed to provide that (A) CONTRACTOR's insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy; and (B) CONTRACTOR's insurance policy includes a "severability of interest" clause; and (C) the CONTRACTOR's insurance policy provides a waiver of subrogation in favor of the SHERIFF and Broward County. Self-insurance shall not be acceptable, unless otherwise approved by SHERIFF'S Risk Management Director in writing.

- d. CONTRACTOR shall provide Sheriff's Director of Risk Management and SHERIFF'S Contracts Manager with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section within three (3) calendar days of SHERIFF'S request, and, at any time thereafter, upon request by the SHERIFF. If the CONTRACTOR fails to submit the required insurance certificate in the manner prescribed, the CONTRACTOR shall be in default, and the Agreement may be terminated at the SHERIFF'S sole discretion. Further, CONTRACTOR shall provide, within thirty (30) days after receipt of a written request from the SHERIFF, a copy of the policies providing the coverage required by this Agreement. CONTRACTOR may redact provisions of the policies that are not relevant to the insurance required by this Agreement
- e. CONTRACTOR shall carry the following minimum types of Insurance when rendering the services under this Agreement:

1. **WORKER'S COMPENSATION:**

Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida for statutory obligations imposed by Workers Compensation or Occupational Disease Laws, including where applicable, the United States Longshoreman's and Harbor Workers Act, the Federal Employers Liability Act and the Jones Act which includes Employers' Liability insurance and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with the following minimum limits: Employer's Liability for each accident – Five Hundred Thousand Dollars (\$500,000.00) Employer's Liability for each disease – Five Hundred Thousand Dollars (\$500,000.00).

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

CONTRACTOR shall carry business automobile liability insurance with minimum limits of One Million (\$1,000,000) dollars per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Owned vehicles; Hired and non-owned vehicles; Leased; and Employees' non-ownership.

3. **COMMERCIAL GENERAL LIABILITY:**

CONTRACTOR shall carry Commercial General Liability Insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive

than the latest edition of the Commercial General Liability Policy, without restrictive endorsements as filed by the Insurance Services Office and must include: (A) Premises and/or Operations; (B) Products and/or Completed Operations Extension providing that loss occurring or discovered within three (3) years after date of Final Acceptance of the Project or CONTRACTOR'S work by SHERIFF shall be deemed to be an occurrence within the policy period; (C) Independent Contractors; (D) Broad Form Property Damage; (E) Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement; and (F) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

4. **FIDELITY BOND OR CRIME INSURANCE:**

If the CONTRACTOR is doing work involving the SHERIFF's financial accounts, financial data or handling money, a fidelity bond or crime coverage is required. Coverage shall include employee dishonesty, forgery or alteration, social engineering, theft, disappearance and destruction (inside and outside) with minimum limits of One Million Dollars (\$1,000,000). The bond or policy shall include coverage for all directors, officers, agents and employees of the CONTRACTOR, name SHERIFF as loss payee, include coverage for extended theft and mysterious disappearance and not contain a condition requiring an arrest and conviction.

5. **PROPERTY INSURANCE, BUILDER'S RISK OR INSTALLATION FLOATER:**

If CONTRACTOR supplies construction supplies and materials or services for real property modification/repair/construction ("Project") to a Project site, then CONTRACTOR shall provide insurance coverages as set forth within this subsection and evidenced to SHERIFF as a condition precedent to the Notice to Proceed for said modifications/repairs/construction. Coverage shall be "All Risks" Completed Value form to provide coverage at least equal to the full contract value of the project when complete with a deductible not to exceed Ten Thousand Dollars (\$10,000) each claim for all perils except wind and flood. For the perils of wind and flood, CONTRACTOR shall maintain a deductible that is commercially feasible which does not exceed five (5%) of the "values at risk at the time of loss" unless otherwise approved by the SHERIFF's Risk Management Division. The Builder's Risk policy shall include coverage for any damage to property resulting from faulty workmanship. Any sublimit for wind or flood must be approved by the SHERIFF's Risk Management Division. Waiver of Occupancy Clause or Warranty-Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s)

or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by SHERIFF. The Builder's Risk policy shall reflect BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members as an "Additional Insured" and as a loss payee. The Builder's Risk policy(ies) shall be endorsed to waive the insurer's rights of subrogation against BSO, the Broward Sheriff's Office, the Sheriff, Broward County, the Board of County Commissioners, its officers, agents, employees and Commission Members. The Builder's Risk Insurance shall include interests of the Broward Sheriff's Office, the CONTRACTOR and subcontractors of the Project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. Broward Sheriff's Office reserves the right, at its sole discretion, to utilize the CONTRACTOR's Builder's Risk Insurance or for the Sheriff's Office to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the Project, the CONTRACTOR shall allow the SHERIFF the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should SHERIFF utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If SHERIFF chooses to purchase the Builder's Risk Coverage on the Project, the CONTRACTOR shall provide the SHERIFF with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule.

6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE:

In the event professional services are being provided, CONTRACTOR shall carry Professional Liability coverage that has a per occurrence limit of not less than One Million (\$1,000,000) dollars per claim, and an annual aggregate limit of not less than Two Million (\$2,000,000) dollars. CONTRACTOR shall require its subcontractors and independent contractors to carry these same levels of professional liability insurance.

7. CYBER LIABILITY INSURANCE:

If CONTRACTOR is providing data, computer systems, or telecommunication services or cloud or premises hosted solutions/systems to SHERIFF, then CONTRACTOR shall carry cyber liability insurance in limits of not less than One Million (\$1,000,000) dollars for each wrongful act, and Three Million (\$3,000,000) dollars in the aggregate that provides

coverage for: Liability for security or privacy breaches, including loss or unauthorized access to, use of, or tampering with computer systems, including hacker attacks and the introduction of a computer virus into, or otherwise causing damage to SHERIFF'S or a third party's computer, computer system, network, or similar computer related property and data, software and computers thereon; costs associated with a privacy breach, including consumer notification, customer support and crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability; "Insured versus insured" exclusion prohibited.

8. CYBER LIABILITY INSURANCE:

This coverage is required whenever the work at issue under this Agreement involves potential pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the services contemplated herein. The policy shall cover the CONTRACTOR's completed operations. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). This coverage can be obtained through the CONTRACTOR's Commercial General Liability policy by including the Limited Pollution Liability Extension ISO endorsement CG 2415 or its equivalent. If the CONTRACTOR is responsible for the transport of any hazardous waste, the CONTRACTOR can extend the Pollution Liability Policy to cover this exposure or the CONTRACTOR can add to the Business Automobile Policy by adding ISO endorsement CA 9948 and MCS-90.

- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insured.
- g. CONTRACTOR'S insurance policies shall provide SHERIFF with at least sixty (60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

**Broward Sheriff's Office
Contracts Manager
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312**

AND

**Broward Sheriff's Office
Director, Risk Management
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312**

- h. If CONTRACTOR's insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage. The retroactive date, if any, shall be no later than the first day of service to the SHERIFF.
- i. If any of CONTRACTOR's insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no less than five (5) times the occurrence limits specified above in this Section.

19.2 COMMENCEMENT OF OPERATION: CONTRACTOR may commence operations, pursuant to the terms of this Agreement, but must provide a certification of insurance coverage set forth in this Section 19, to SHERIFF'S Director of Risk Management, with the executed Agreement.

19.3 PAYMENT: If any of the insurance policies required under this Section above lapse during the term of this Agreement or any extension or renewal of the same, CONTRACTOR shall not receive payment from the SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverage specified in this Section that is effective as of the lapse date. SHERIFF, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to CONTRACTOR.

19.4 RENEWAL OF INSURANCE: CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate is scheduled to expire during this period, CONTRACTOR shall be responsible for submitting a new or renewed insurance certificate to SHERIFF at a minimum of sixty (60) calendar days in advance of such expiration. In the event that expired certificate is not replaced with a new or renewed certificate which covers the contractual period, SHERIFF may suspend this Agreement until such time as the new or renewed certificate is received by SHERIFF.

19.5 MINIMUM COVERAGE: Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR of liability in excess of such coverage, nor

shall it preclude SHERIFF from taking such other actions as is available to him under any other provisions of this Agreement or otherwise in law or equity.

19.6 CONTRACTOR shall require its insurance carrier to notify SHERIFF if the reserves against the aggregate reaches 50% of the aggregate limit. Upon such notification, SHERIFF shall have the right to require CONTRACTOR to obtain additional coverage acceptable to SHERIFF at CONTRACTOR's expense.

19.7 SHERIFF is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and nothing herein is intended to serve as a waiver of sovereign immunity nor shall anything include herein be construed as a consent to be sued by third parties in any matter arising out of this Agreement or any other contract

SECTION XX
PUBLIC ENTITY CRIMES ACT, SCRUTINIZED COMPANIES LIST
& FOREIGN COUNTRIES OF CONCERN

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit E, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, SHERIFF shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, SHERIFF shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental

entity for 3 years after the date SHERIFF determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

Pursuant to section 287.138, Florida Statutes, governmental entities within the State of Florida, including the SHERIFF are prohibited from entering into certain contracts with entities where a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes, possesses a controlling interest in the entity. By signing this Agreement, CONTRACTOR represents and warrants that: it is not owned or controlled by a foreign country of concern nor a foreign principal, as defined by section 287.138(1)(c), 288.0071 and 692.01, Florida Statutes; no foreign country of concern has a controlling interest in CONTRACTOR'S business entity, as defined by section 287.138(1)(a), Florida Statutes; and CONTRACTOR is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138(2)(c), Florida Statutes. Misrepresentation by CONTRACTOR of the forgoing to SHERIFF will cause this Agreement to be voided, at SHERIFF'S discretion, and no further payment will be due by SHERIFF to CONTRACTOR. Upon SHERIFF'S request, the CONTRACTOR will complete and submit an affidavit signed by an officer or authorized representative of the contractor under penalty of perjury that that their company is not an entity the SHERIFF is prohibited from contracting with pursuant to Section 287.138, Florida Statutes.

SECTION XXI

COMMON CARRIER ATTESTATION

This section shall only apply where CONTRACTOR is a common carrier, as defined by Section 908.111 of the Florida Statutes.

In accordance with Florida Chapter 908, Federal Immigration and Enforcement (Section 908.111, Florida Statutes) A governmental entity may not execute, amend, or renew a contract with a common carrier or contracted carrier if the carrier is willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached attestation form, as provided by Florida Department of Management Services, CONTRACTOR attests that it is not willfully providing any service in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

SECTION XXII

DRUG-FREE WORKPLACE

CONTRACTOR shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit D and incorporated herein.

SECTION XXIII
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of SHERIFF.

SECTION XXIV
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To SHERIFF:

**Colonel [NAME]
[DEPARTMENT NAME]
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312**

AND

With copy to:

**Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312**

To CONTRACTOR:

**[EMPLOYEE NAME]
[DEPARTMENT]
[CONTRACTOR'S NAME]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP-CODE]**

SECTION XXV
AGREEMENT TERMS TO BE EXCLUSIVE

25.1 This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is

reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

25.2 Additionally, no “click on” or “click through” or “e-contracts” or any other online type agreements or terms/conditions found in any website/portal/interface and/or any process to gain access to the services and/or to activate digital enterprise or individual licenses with associated software and/or telecommunication services and/or the services related to this Agreement (collectively referred to herein as “Online Contracts”) or any other communication by and between the parties (or their individual employees, agents or representatives) shall alter, modify, supplement, or replace these terms and conditions contained herein. SHERIFF’S individual employees, agents and representatives shall not be bound individually to any Online Contracts related to the services related to this Agreement and their online affirmation to such terms/conditions to activate and/or access said systems through said Online Contracts shall have no legal effect and are void.

SECTION XXVI

FLORIDA ANTI-HUMAN TRAFFICKING LAWS

By execution of this Agreement by the undersigned authorized representative of CONTRACTOR, CONTRACTOR hereby attests under penalty of perjury that CONTRACTOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The undersigned authorized representative of CONTRACTOR declares that they have read the foregoing statement and that the facts stated in it are true. CONTRACTOR agrees to provide SHERIFF the attached Certification of Compliance with Florida Anti-Human Trafficking Laws marked as Exhibit F upon signing of this Agreement.

SECTION XXVII

PERFORMANCE AND PAYMENT BONDS

27.1 If the RFP requires CONTRACTOR to secure payment and/or performance bonds, then this section shall apply.

27.2 CONTRACTOR shall provide to SHERIFF a payment and performance bond at an amount of One Hundred Percent (100%) of the Agreement’s price. Upon execution of this Agreement, CONTRACTOR shall, within five (5) working days, provide SHERIFF’s Purchasing Department with a Common Law Performance Bond and a Statutory Payment Bond that meets the approval of SHERIFF’S Risk Management Department. The Payment and Performance bond shall be in CONTRACTOR’S name and shall be in the full amount (100%) of CONTRACTOR’S total proposed price. The Payment and Performance Bond must be executed by a surety company of recognized standing and licensed to conduct business in the State of Florida and have a registered agent with the Secretary of State for The State of Florida. The surety company must have a best rating of A-VI or better. The amount of the required bond shall not exceed five percent (5%) of the reported policy holder’s surplus as reported in the latest (1989 or later) edition of Best’s Day rating Guide, published by Alfred M. Best Company, Inc. Failure to provide the Payment and Performance bond within the five (5) working day period shall be sufficient cause for SHERIFF’S Contract

Administrator to deem the CONTRACTOR nonresponsive and mollify the contract award. This bond shall be kept in full force and effect throughout the life of the project quotation awarded that the bond was issued for.

27.3 Each of the forgoing bond(s) shall continue in effect for the duration of any warranty period after final completion and acceptance of the work with liability equal to one hundred percent (100%) of the contract price stated herein, or an additional bond shall be conditioned that CONTRACTOR will, upon notification by SHERIFF, correct any defective or faulty work or materials which appear within two (2) year after final completion of this Agreement.

SECTION XXVIII **SURVIVORSHIP OF BENEFITS**

The terms and conditions of this Agreement shall be binding upon CONTRACTOR, CONTRACTOR's executors, administrators, heirs, personal representatives, successors and assigns.

SECTION XXIX **MISCELLANEOUS**

29.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

29.2 CONTRACTOR shall obtain all necessary permits and licenses required to provide the professional services contemplated herein.

29.3 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

29.4 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

29.5 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND SHERIFF HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT**

AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

29.6 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

29.7 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.8 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes.

IN WITNESS, the parties hereby execute this Agreement on the date(s) set forth below:

CONTRACTOR: _____

By: _____ Date: _____

Federal Employer ID# _____

GREGORY TONY, Ph.D., AS SHERIFF OF BROWARD COUNTY FLORIDA

Date: _____

Colonel _____
Department of _____

Approved as to form and legal sufficiency subject to execution by the parties:

By: _____
Terrence Lynch
General Counsel/Executive Director
Office of the General Counsel

Date: _____

DRAFT

EXHIBIT A
RFP

DRAFT

EXHIBIT B
CONTRACTOR'S PROPOSAL TO RFP

DRAFT

EXHIBIT C
CONFIDENTIALITY AGREEMENT

WHEREAS, Gregory Tony, Ph.D. as Sheriff of Broward County Florida ("SHERIFF") has entered into an Agreement with _____ (hereinafter referred to as "CONTRACTOR"), wherein CONTRACTOR will be performing certain work and services for SHERIFF, specifically described in the Agreement.

WHEREAS, CONTRACTOR has assigned _____ ("CONTRACTOR'S Agent") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services CONTRACTOR'S Agent will have access to SHERIFF data, information, memorandum, documents and ideas.

NOW THEREFORE, in consideration of SHERIFF'S using CONTRACTOR to perform services and for other good and valuable consideration CONTRACTOR'S Agent agrees as follows:

I. **Acknowledgment of Confidentiality.** CONTRACTOR'S Agent hereby acknowledges that he/she may be exposed to confidential and proprietary information of other vendors and providers of services of SHERIFF including, without limitation, business practices, building plans, building blue prints, security system information, physical security process, software and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), and other information designated as confidential ("Confidential Information"). Confidential Information does not include (i) information in the public domain through no wrongful act of CONTRACTOR or (ii) information received by CONTRACTOR from a third party who was free to disclose it.

II. **Covenant Not to Disclose.** With respect to the Confidential Information, CONTRACTOR'S Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter he/she shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

Employee Signature

Date

EXHIBIT D
DRUG FREE WORKPLACE CERTIFICATION BY CONTRACTOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or

- (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of _____, 2022 by _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT E
SCRUTINIZED COMPANY CERTIFICATE

SCRUTINIZED COMPANY CERTIFICATE

I, _____, representing _____ (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind Contractor to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Contractor is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria,.

By: _____ 20____

Signature

Date

Printed Name and Title of Contractor

Federal Employer Identification Number ____ - _____

Printed Name of Firm

Address of Firm

EXHIBIT F
COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM

This form must be completed by a Common Carrier or contracted carrier and submitted to Broward Sheriff's Office with the executed contract, amendment, or renewal after September 30, 2022. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

[_____] is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

EXHIBIT F

Certification of Compliance with Florida Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the business entity named below or proprietor named below ("Entity"), hereby attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Entity.

(Vendor Signature)

(Company Name)

(Print Name)

(Address)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ by _____, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

DRAFT