



TERMS AND CONDITIONS

1. **Compliance with Laws:** By executing and entering into this Agreement with the CCSO, 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:
 - a. 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;
 - b. Taxation;
 - c. Workers' Compensations Laws;
 - d. Equal Employment Act;
 - e. State and County Safety and Occupational Health Standards and any other applicable rules and regulations;
 - f. Occupational Safety and Health Administration (OSHA)
2. **Right to Terminate Contract:** This Agreement may be sooner terminated on the first to occur of any of the following:
 - 2.1: **Termination for Cause:** The CCSO may terminate this Agreement at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this Agreement:
 - a. The CCSO shall provide the Contractor with (30) business days' notice of conditions endangering performance. If after such notice the Contractor fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.
 - b. The CCSO shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.
 - 2.2: **Termination by Mutual Agreement:** With the mutual agreement of both Parties upon receipt and acceptance of not less than (15) business days' written notice, this Agreement may be terminated on an agreed date prior to the end of the contract period without penalty to either Party.
 - 2.3: **Termination for Special Situations:** Either party may terminate this Agreement immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:
 - a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.
 - b. The Contractor or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statute or pursuant to Rule 60A-1.005 F.A.C.
 - c. Insolvency, bankruptcy or receivership of the Contractor.

- 2.4: **Suspension of Work:** The CCSO may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate this Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- 2.5: **Termination for Convenience:** Either Party may terminate this Agreement with or without cause by written notice to the other party given not less than ninety (90) days prior to the effective date of termination.
- 2.6: **Force Majeure, Note of Delay, and No Damages for Delay:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
3. **Antitrust Assignment:** The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.
4. **Warrant of Authority:** Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
5. **Warranty of Ability to Perform:** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its obligations under this Agreement. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the CCSO in writing if its ability to perform is compromised in any manner during the term of the Agreement.
6. **Waiver of Breach:** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof. Failure by the Contractor to comply with the laws referenced in the contract shall constitute a breach of the contract and the CCSO shall have the discretion to unilaterally terminate the contract immediately.

7. **Confidential Information:** For purposes of this Agreement, “**Confidential Information**” means any type of proprietary information, data, or knowledge which is disclosed at any time from one Party hereto (the “**Disclosing Party**”) to the other Party hereto (the “**Receiving Party**”) which pertains to the past, present, or future technology, business operations, or financial condition of the Disclosing Party and which the Disclosing Party desires to protect against unrestricted disclosure or unauthorized use, regardless of the form of disclosure (e.g., whether written (including e-mail), oral, graphic, electronic, or visual), the date of disclosure (e.g., whether before, on, or after the date of this Agreement), or the party through whom disclosure is made (e.g., whether direct or indirect disclosure). Confidential Information includes, without limitation, all technical information, customer information, financial information, business plans or projections, marketing information, and any other information pertaining to the past, present, or future business operations or financial condition of the Disclosing Party. Additionally, as the Parties have a responsibility to protect the privacy of their respective employees, policyholders, customers, licensors and contractors, all personal information relating to any such individual which may be shared with, or obtained by, a Party in its performance under this Agreement or arising out of the relationship between the Parties, shall also be considered Confidential Information; therefore, the Parties shall comply with all applicable state and federal privacy laws.
- 7.1 Furthermore, Confidential Information includes, but is not limited to, the terms and conditions of this Agreement; and all types of proprietary technical or business information, including data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, pricing, market, sales, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information.
- 7.2 Confidential Information does **not** include information that is: (i) already and separately available in the public domain; (ii) approved for disclosure in advance in writing; (iii) known to the Receiving Party prior to disclosure by the Disclosing Party; (iv) independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; or (v) acquired by the Receiving Party from a third party that was not prohibited by agreement or otherwise from disclosing the Confidential Information.
- 7.3 **Treatment and Protection:** Each Party agrees to: (i) hold in strict confidence all Confidential Information which it received from the other Party prior to, or in the course of, this Agreement; (ii) use the Confidential Information solely to perform or to exercise its rights under this Agreement; and (iii) not to transfer, display, or otherwise disclose all, or any part, of the other Party’s Confidential Information to any third party without the Disclosing Party’s written consent. Each Party shall take all measures necessary to protect the Confidential Information as it takes to protect its own confidential information (but in no case less than reasonable measures).
- 7.4 **Disclosures Required by Law:** The Receiving Party may disclose the Confidential Information of the Disclosing Party in response to a valid court order, law, rule, regulation, or other governmental action, including Florida Public Records Act, F.S. Chapter 119 specifically including those contractual requirements at F.S. 119.0701(2)(a)-(d) and (3) and the Florida Sunshine Law, F.S. Chapter 286, provided that, to the maximum extent allowable under the circumstances, the disclosing Party is notified in writing prior to disclosure of the information, and the Receiving Party assists the Disclosing Party, at the Disclosing Party’s expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.
- 7.5 **Remedies:** Each Party agrees that the other Party may have no adequate remedy at law if there is a breach or threatened breach of this Paragraph 7 and, accordingly, that either Party shall be entitled (in addition to any legal or equitable remedies available to such Party) to seek injunctive or other equitable relief to prevent or remedy such breach.
- 7.6 **Return or Destruction:** Upon the termination or expiration of this Agreement or upon the earlier request of the Disclosing Party, the Receiving Party shall: (i) promptly return to the Disclosing Party all tangible Confidential Information (and all copies thereof) of the Disclosing Party, or upon written request from the Disclosing Party, destroy such Confidential Information and provide the Disclosing Party with written certification of such destruction; however, any obligation to destroy or permanently erase Confidential Information shall not be applicable to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of the Receiving Party’s day-to-day business operations; and (ii) cease all further use of the other Party’s Confidential Information, whether in tangible or intangible form, save that either Party will be permitted to retain such copies of that Confidential Information, which

shall remain Confidential Information under this Agreement, for the purposes of and for so long as required by any law or regulatory requirement, judicial or administrative process, or its legitimate internal compliance procedures.

- 7.7 **Survival:** For Confidential Information that does not constitute “trade secrets” under applicable law (for which there shall be no time limit for keeping such information confidential), these confidentiality obligations shall expire three (3) years after the termination or expiration of this Agreement.
- 7.8 **Defend Trade Secrets Act Notice:** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.
8. **Indemnification:** Subject to the limitation set forth in F.S. 768.28, each Party, for itself and its successors and assigns, shall indemnify and hold harmless the other Party from and against any and all claims, actions, damages, liabilities, losses and damages, including reasonable counsel fees, asserted by any third party, including employees and contractors of the indemnifying party, for property damage, personal injury or death related to the performance of this Agreement, except and to the extent caused by the negligence or intentional misconduct of the indemnified party.
- 8.1 Contractor shall defend and settle, at its own expense, any claim or suit against CCSO alleging equipment or software sold or licensed by Contractor in the form delivered (but not the use thereof) or any services performed by Contractor in accordance with this Agreement (but not the receipt thereof) infringes any U.S. patent, trademark or copyright and pay all damages assessed by final judgment against CCSO due to such infringement. Contractor may, at its option, refund the fees paid for the allegedly infringing equipment, software or service, less a reasonable allowance for CCSO’s use. This paragraph 8.2 states the entire liability of Contractor to CCSO for infringement by the equipment, software and services.
- 8.2 A condition precedent to any obligation to indemnify shall be for the Party being indemnified (“Indemnified Party”) to promptly advise the indemnifying party and to turn over its defense. The Indemnified Party must cooperate in the defense and/or settlement of the claim, but the indemnifying Party shall have sole control over the defense or settlement. If the defense is properly and timely tendered to the indemnifying Party, the indemnifying Party must pay all litigation costs, reasonable attorney’s fees, settlement payments and any damages awarded; provided, however, that this shall not be construed to require the indemnifying Party to reimburse attorney’s fees or related costs that the Indemnified Party incurs either to fulfill its obligation to cooperate, or to monitor litigation being defended by the indemnifying Party. The indemnifying Party shall not enter into any settlement of any claim that (i) does not fully release the Indemnified Party from all claims and all future claims arising out of or related to the claim, (ii) contains an admission of liability on the part of any Indemnified Party, or (iii) contains any equitable or non-monetary obligation on the part of the Indemnified Party, without the Indemnified Party written authorization. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.
9. **Payment(s):** Upon proper invoice and in compliance with F.S. 218.70, otherwise known as the “Local Government Prompt Payment Act.”
10. **Tax Exemption:** CCSO is exempt from the payment of Florida Sales Tax to its Contractors under F.S. Chapter 212 Certificate of Exemption: 85-8012621852C-4, Expires 9/30/27.
11. **Travel Expenses:** Must be in compliance with F.S. 112.061.

12. **Automatic Renewals:** Replace with annual options and written notification per standard CCSO renewal requirements.
13. **Limitations of Liability:** Subject to review and modification by the CCSO.
14. **Referral to other documents:** Contractor must provide any associated documents, which may have been referenced but not attached to the contract, including links to websites.
15. **Change of Law:** If there is a change in any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under this Agreement, Contractor and CCSO shall renegotiate the terms and conditions of this Agreement.
16. **Independent Contractor:** The CCSO expressly acknowledges that the Contractor is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Contractor performs hereunder.
17. **Attorney's Fees:** In the event of litigation concerning this Agreement, the CCSO and Contractor shall each be responsible for their own attorney's fees and costs.
18. **Governing Law:** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America. The state and federal courts located in Collier County, Florida shall have the exclusive jurisdiction to adjudicate any claim between the Parties regarding or related to this Agreement.
19. **Venue:** Collier County.
20. **Legal Representation:** CCSO has no obligation to provide legal counsel or legal defense to the Contractor in the event a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor as a result of or relating to the Contractor's obligations under this Agreement. In addition, CCSO has no obligation for the payment of any judgment or settlement of any claims made against the Contractor as a result of or relating to the Contractor's obligations under this Agreement. The Contractor will give immediate notice to CCSO of any claim or suit made or filed against the Contractor on any matter pertaining to this Agreement. The Contractor will cooperate, assist and consult CCSO in any claim, suit, or action made or filed against CCSO as a result of or relating to the Contractor's obligations under this Agreement.
21. **Completeness of Contract:** This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.
22. **Matters to be disregarded:** The titles of the several sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provision of this Agreement.
23. **Personnel:** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees or have any contractual relationship with the CCSO. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.
24. **Insurance:** The Contractor agrees that as a provision of his/her independent contractor status, he/she is responsible for the below listed insurance coverages. The Contractor will provide CCSO with original Certificates of Liability Insurance as proof of coverage. Any lapse, cancellation or reduction in coverage will be considered a material breach.
- 24.1: **Worker Compensation:** Any and all Worker's Compensation arrangements required of the Contractor by the State of Florida with a minimum employer's liability of \$100,000 per accident.

- 24.2: **General Liability:** The Contractor shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.
- 24.3: **Automobile:** The Contractor will secure and maintain Automobile Liability Insurance covering all owned and hired vehicles used in connection with the Contractor's obligations under this Agreement, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
25. **Assignment:** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of CCSO; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor's assets shall not constitute an assignment requiring consent of CCSO for purposes of this Agreement.
26. **Severability:** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement.
27. **Disclaimer:** Due care and diligence has been exercised in the preparation of this Agreement, and all information contained herein is believed to be substantially correct. Neither Party nor their representatives shall be responsible for any error or omission in this Agreement.
28. **Risk of Loss:** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
29. **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, RECORDS@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMIAMI TRAIL EAST, NAPLES, FL 34112.**
(14 point font size and bold print are legally required by 119.0701 F.S.)
30. **Sovereign Immunity:** CCSO does not waive, and nothing in this agreement shall be construed as a waiver of its rights to sovereign immunity under 768.28 of the Florida Statutes.
31. **Engagement of Contractor:** CCSO agrees to contract with Contractor and Contractor agrees to perform the services listed herein.
32. **FOB Destination:** The Freight on Board point shall be Destination. Risk of loss of any goods sold to the CCSO shall transfer to the CCSO at the time and place of delivery; provided that risk of loss prior to the actual receipt of the goods by the CCSO nonetheless remains with the Contractor.

33. **Notices:** Any notices, bills, invoices or reports required by the Agreement shall be sufficient if sent by the Parties hereto via United States Postal Service, FedEx, UPS, etc. postage paid to the address noted below:

Collier County Sheriff's Office
Attn: Accounts Payable
3319 Tamiami Trail East
Naples, FL 34112
Email address for electronic invoices: accountspayable@colliersheriff.org

Contractual Notices:

Collier County Sheriff Office
Attn: Procurement
3319 Tamiami Trail East
Naples, FL 34112
Email: procurement@colliersheriff.org

34. **Electronic Signatures:** Florida State Statute 668.50, Uniform Electronic Transaction Act, allows digital/e-signatures to be accepted in the State of Florida. The Federal Government's e-sign Act is the enabling legislation allowing for electronic business across state lines.

35. **Employment Eligibility:** By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

36. **If technology related:** As a Contractor involved in administration of a system with access to Criminal Justice information, the Contractor agrees to abide by all provisions of the current FBI CJIS Security Policy and the FBI Criminal Justice Information Security Addendum which will be made a part of this agreement by reference and executed separately.

37. **Discrimination:** In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Contractor will not discriminate on the basis of race, color, sex, religion, age, national origin, or disability in its employment practices.

38. **Public Entity Crime:** The Contractor confirms its understanding that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. The Contractor certifies that neither its Officers, Directors, Executives, Partners, Shareholders, Employees, Members, nor Agents who are active in the management of the company, nor any affiliate of the Contractor has been charged with and convicted of a Public Entity Crime subsequent to July 1, 1989.

39. **PREA Compliance:** CCSO has a zero tolerance of sexual abuse or sexual harassment of inmates. CCSO adheres to the Prison Rape Elimination Act (PREA) of 2013. Per PREA standard 115.32, training will be provided by CCSO for contracted employees and volunteers who may have contact with inmates. Per PREA standard 115.77, contractors or volunteers that engage in sexual abuse or harassment of inmates will be prohibited from continued contact with inmates. Violations will be reported to Law Enforcement and/ or licensing bodies as applicable.

40. **Subcontractors:** Unless provided for in this Agreement, no contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the expressed written approval of the CCSO.
41. **Dispute Resolutions:** 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 the Contractor with full decision-making authority and by CCSO staff who would make the presentation of any settlement reached during negotiations to CCSO for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the Parties arising out of this Agreement, the Parties 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 the Contractor with full decision-making authority and by CCSO's staff who would make the presentation of any settlement reached at mediation to the Sheriff or his designee 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 of the Florida Statutes.
42. **Offer extended to other Governmental Entities:** CCSO encourages and agrees to the Contractor extending pricing, terms, and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Contractor.
43. **Prevailing Language:** Wherever the terms and/or conditions of the Contract conflict with CCSO requirements, the provisions of the terms and/or conditions that are the most favorable to the CCSO and/or provide the greatest protection to the CCSO shall govern.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized officers, have set their hands and seals hereto as of the day and year first above written.

ACKNOWLEDGED AND AGREED TO BY:

COLLIER COUNTY SHERIFF’S OFFICE

(CCSO)

BY: _____

Printed Name/Title: Kevin Rambosk, Sheriff

Date: _____

Witnessed: _____

(Contractor)

BY: _____

Printed Name/Title: _____

Date: _____

Witnessed: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The “Effective Date” of this Agreement is the latter of the two dates in the above signature block.