BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 16, 2006 Division: COUNTY ATTORNEY
Bulk Item: Yes Staff Contact Person: Natileene W. Cassel

AGENDA ITEM WORDING:
First Amendment to Advanced Data Solutions, Inc. Agreement # 101-555-2567A for the purpose of correcting scrivener's errors and to add more specifics regarding the billing of expenses.

ITEM BACKGROUND:
This is an amendment to an Agreement #101-555-2567A for IT Consulting, Support and Service. The Agreement was approved at the last meeting in April 2006. After the Agreement was approved by the BOCC, it was noted that there was a scrivener's error in the number of the State Contract, and one paragraph relating to travel expenses should be clarified. This Amendment makes those adjustments. There is no change in the contract amount.

PREVIOUS RELEVANT BOCC ACTION:
This Amendment applies to the Agreement#101-555-2567A for IT Consulting, Support and Service. which was approved by the BOCC in April 2006.

CONTRACT/AGREEMENT CHANGES:
Correction is made to the number of the State Contract and a paragraph regarding expenses has been added. The remainder of the Agreement remains the same.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $185,435.25 **BUDGETED: YES_X_ NO ___**

COST TO COUNTY: $185,435.25 **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: YES ___ NO _X_ AMOUNT PER MONTH___ Year____

APPROVED BY: County Atty_X___ OMB/Purchasing ___ Risk Management_____

DIVISION DIRECTOR APPROVAL: _____
Suzanne A. Hutton

DOCUMENTATION: Included_X___ Not Required _____

DISPOSITION: _____ **AGENDA Item#** _____

AIS for 1st Amendment to Agreement 101-555-2567A

FIRST AMENDMENT TO
AGREEMENT BETWEEN MONROE COUNTY
AND ADVANCED DATA SOLUTIONS, INC.
FOR IT CONSULTING, AND SUPPORT AND SERVICE
(Contract Number 101-555-2567A)

THIS FIRST AMENDMENT dated the ____ day of _____ 2006 to the Agreement between Monroe County ("COUNTY")and Advanced Data Solutions, Inc. ("ADS") for IT Consulting, dated the 19th day of April 2006 is for the purpose of correcting scrivener's errors and for clarification of payment of expenses.

WITNESSETH:

WHEREAS, on April 19, 2006, the COUNTY and ADS entered into an Agreement for IT Consulting, Service and Support, said Agreement also referred to as Contract Number 101-555-2567A; and

WHEREAS, COUNTY and ADS have become aware of a scrivener's error in the Agreement; and

WHEREAS, COUNTY and ADS want to clarify the procedure for payment of certain expenses;

NOW THEREFORE IN CONSIDERATION of the mutual promises contained herein, the parties hereby agree as follows:

1. The State Contract number cited in the fourth Whereas clause is incorrect. The State Contract number is hereby corrected to read "State Contract #973-561-04-2."

2. Paragraph 3. Payment to ADS. is amended to read as follows:

"3. PAYMENTS TO ADS

A. COUNTY'S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

B. COUNTY shall pay in accordance with the Florida Prompt Payment Act; payment will be made periodically, but no more frequently than monthly, in arrears as hereinafter set forth.

C. This Agreement falls under the "piggy back" provisions of Monroe County Purchasing Policy, therefore all payments shall match payments under the State Contract #973-561-04-2; and

D. ADS shall submit to County an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the Agreement, invoices shall include documentation to support expenses (including but not limited to travel, hotel, per diem costs) and services under price sheets outlined in the State Contract Area 3 and Area 4. Invoices shall delineate enough information so that the Clerk can match the Job Family, Job Number, Job Title and hourly rate to the State Contract.

E. The hourly rate paid to ADS shall be, at a maximum, the mid rate figure as set out on the price sheets or if no mid rate is available at the next rate below the top rate, and at no time shall COUNTY pay the

top rate for any service under the State Contract. Acceptability to the Clerk is based on provisions of the State Contract, generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

F. Total Compensation to ADS under this Agreement shall not exceed One Hundred and Eighty-Five Thousand and Four hundred Thirty-Five Dollars and 25/cents ($185,435.25). COUNTY and ADS recognize that there are outstanding invoices which should be paid under the previous contract, and agree that these shall be submitted to the County Attorney with back-up documentation for review and shall, where appropriate, be paid under this Agreement: however, the total contract amount shall not exceed One Hundred and Eighty-Five Thousand and Four hundred Thirty-Five Dollars and 25/cents ($185,435.25), including any payment on the outstanding invoices.

G. The expenses such as travel, per diem, meals, mileage, hotel, or airfare shall be paid according to Florida Statute 112 and according to Chapter 2 Administration, Article XXVI of the Monroe County Ordinances."

4. The remaining terms of the Agreement entered into on April 19 2006, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF COUNTY and ADS hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original amendment to the Agreement.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk
Date: _____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLOIDA

By: _____
Mayor Charles "Sonny" McCoy
Date: _____

Advanced Data Solutions, Inc.

Signature
Date: 4/27/06.

Print Name
Address: 141 Scarlet Blvd Stest.
Oldsmar FL. 34677.
Telephone Number:
727-638-5030

Witnesses for ADS:
April Dalton
Signature
Date: 4/27/06

Kay B. McNeil
Signature
Date: 4/27/06.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Natileene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 5-6-06

AGREEMENT BETWEEN MONROE COUNTY AND ADVANCED DATA SOLUTIONS, INC. FOR IT CONSULTING AND IT SUPPORT AND SERVICE

(Contract Number 101-555-2567A)

THIS AGREEMENT, made and entered into this 19th day of April, 2006, by and between MONROE COUNTY, a political subdivision of the State of Florida ("COUNTY"), whose address is 1100 Simonton Street, Key West, Florida 33040, and Advanced Data Solutions, Inc., a Florida Corporation, whose address is 141 Scarlet Boulevard, Suite A, Oldsmar, Florida 34677 ("ADS").

WHEREAS, ADS and COUNTY entered into a previous agreement identified as "Professional Services Agreement between Monroe County and Advanced Data Solutions, Inc., contract number 101-555-2567" ("Contract Number 101-555-2567"), which was entered into on the16th day of November, 2005; and

WHEREAS, said Contract Number 101-555-2567 has proven to be problematic due to numerous difficulties and ambiguities in interpretation of the terms, clauses and Exhibits; and

WHEREAS, ADS and COUNTY mutually agree to terminate Contract Number 101-555-2567; and

WHEREAS, ADS has entered into a contract with the State of Florida, known as State Contract #973-651-04-02, entitled IT Consulting Services ("State Contract"), and which can be located at MyFlorida.com; and

WHEREAS, ADS is a qualified vendor under Project Area 3 and Project Area 4 of the State Contract; and

WHEREAS, ADS and COUNTY agree to enter into this Agreement to provide IT support and service to the various County departments relating to the mechanical aspects of IT applications and ;

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the COUNTY and ADS agree as follows: That COUNTY and ADS hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE AGREEMENT

The Agreement consists of this document and its exhibits only. Any other Agreements between ADS and COUNTY are separate independent agreements and shall be read, interpreted and enforced as separated independent agreements.

This Agreement replaces that Contract entered into between ADS and COUNTY on the 16th day of November, 2005, also known as contract number 101-555-2567, said contract being terminated by mutual agreement of ADS and the COUNTY.

2. SCOPE OF THE WORK

ADS will provide IT support and service to the county wide applications and infrastructure which support the County's IT related platforms and hardware. This Agreement relates to the mechanical aspects of IT, including installation, design and delivery of the actual systems.

ADS will provide 1 to 2 employees two times a month. ADS will also provide the County Administrator with a monthly report which will detail progress in the County IT Department, the goal is for the County IT Department to become self sufficient. The Report shall be turned in within 30 days of the last day of each month, unless written extension of the time for submission is given by the County Administrator prior to the time the report is due.

3. PAYMENTS TO ADS

A. COUNTY'S performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

B. COUNTY shall pay in accordance with the Florida Prompt Payment Act; payment will be made periodically, but no more frequently than monthly, in arrears as hereinafter set forth.

C. This Agreement falls under the "piggy back" provisions of Monroe County Purchasing Policy, therefore all payments shall match payments under the State Contract #973-651-04-02; and

D. ADS shall submit to County an invoice with supporting documentation acceptable to the Clerk on a schedule as set forth in the Agreement, invoices shall include documentation to support expenses (including but not limited to travel, hotel, per diem costs) and services under price sheets outlined in the State Contract Area 3 and Area 4. Invoices shall delineate enough information so that the Clerk can match the Job Family, Job Number, Job Title and hourly rate to the State Contract.

E. The hourly rate paid to ADS shall be, at a maximum, the mid rate figure as set out on the price sheets or if no mid rate is available at the next rate below the top rate, and at no time shall COUNTY pay the top rate for any service under the State Contract. Acceptability to the Clerk is based on provisions of the State Contract, generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursal of funds.

F. Total Compensation to ADS under this Agreement shall not exceed One Hundred and Eighty-Five Thousand and Four hundred Thirty-Five Dollars and 25/cents ($185,435.25). COUNTY and ADS recognize that there are outstanding invoices which should be paid under the previous contract, and agree that these shall be submitted to the County Attorney with back-up documentation for review and shall, where appropriate, be paid under this Agreement: however, the total contract amount shall not exceed One Hundred and Eighty-Five Thousand and Four hundred Thirty-Five Dollars and 25/cents ($185,435.25), including any payment on the outstanding invoices.

4. TERM OF AGREEMENT

The term of this Agreement commences on the date of execution of the Agreement by all the parties, 2006, and ends on the 30th day of September, 2009 unless terminated earlier under paragraph 18 of this Agreement or the total compensation has been paid whichever comes first.

5. ACCEPTANCE OF CONDITIONS BY ADS

ADS has, and shall maintain throughout the term of this Agreement, appropriate licenses; and shall at all times remain an approved vendor under State Contract number 973-561-04-2, Project Area 3 and Project Area 4. Proof of such licenses and approvals shall be submitted to the County upon request.

The ADS agrees that the County Administrator may designate representative(s) to visit the ADS facility(ies) periodically to conduct random open file evaluations during the normal business hours.

The ADS has, and shall maintain throughout the term of this contract, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request.

6. FINANCIAL RECORDS OF ADS

ADS shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to ADS pursuant to this Agreement were spent for purposes not authorized by this Agreement, the ADS shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to ADS.

7. PUBLIC ACCESS

The County and ADS shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and ADS in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by ADS.

8. HOLD HARMLESS AND INSURANCE

ADS covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by ADS occasioned by the negligence, errors, or other wrongful act of omission of ADS, its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. Failure of ADS to comply with the requirements of this section shall be cause for immediate termination of this agreement.

Prior to execution of this agreement, ADS shall furnish the COUNTY Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE.
Where applicable, coverage to apply for all employees at a minimum statutory limits as required by Florida Law.

COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE:
Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than $1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMMERCIAL GENERAL LIABILITY. Commercial general liability coverage with limits of liability of not less than $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

PROFESSIONAL LIABILITY. ADS shall furnish professional liability errors and omissions insurance coverage in an amount not less than $1,000,000.00, which covers its employees in executive and or managerial positions with the company.

CERTIFICATES OF INSURANCE. Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers.

9. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of County and ADS in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by the County be required to contain any provision for waiver.

10. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement ADS is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find ADS or any of his employees, subcontractors, servants, or agents to be employees of the Board of County Commissioners of Monroe County.

11. NONDISCRIMINATION

County and ADS agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or ADS agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to COUNTY and ADS to, or the subject matter of, this Agreement.

12. ASSIGNMENT/SUBCONTRACT

ADS shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and ADS, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

13. COMPLIANCE WITH LAW AND LICENSE REQUIREMMENTS

In providing all services/goods pursuant to this agreement, ADS shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this Agreement. ADS shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. DISCLOSURE AND CONFLICT OF INTEREST

ADS represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this contract, and thereafter as changes may require, the ADS shall notify the County of any financial interest it may have in any and all programs in Monroe County which the ADS sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and ADS warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the ADS agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. NO PLEDGE OF CREDIT

ADS shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. ADS further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

16. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Court Administrator 1100 Simonton Street Key West, FL 33040	and	County Attorney PO Box 1026 Key West, Fl. 33041-1026

FOR ADS:

Rob Buell Advanced Data Solutions, Inc. 141 Scarlet Boulevard, Suite A Oldsmar, Florida 34677	and	Melody Buell Advanced Data Solutions, Inc. 141 Scarlet Boulevard, Suite A Oldsmar, Florida 34677

17. TAXES

County is exempt from payment of Florida State Sales and Use taxes. ADS shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is ADS authorized to use the County's Tax Exemption Number in securing such materials. ADS shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

18. TERMINATION

The County may terminate this Agreement with or without cause. The County may terminate this Agreement for cause with seven (7) days notice to ADS. Cause shall constitute a breach of the obligations of ADS to perform the obligations enumerated under this Agreement. Either of COUNTY and ADS hereto may terminate this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

19. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and ADS agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

20. MEDIATION

The County and ADS agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and ADS agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

22. ATTORNEY'S FEES AND COSTS
COUNTY and ADS agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and attorney's fees, in appellate proceedings. Each party agrees to pay its own court costs, investigative, and out-of-pocket expenses whether it is the prevailing party or not, through all levels of the court system.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.
County and ADS agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of COUNTY and ADS. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of COUNTY and ADS, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

24. COOPERATION.
In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and ADS agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and ADS specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

25. BINDING EFFECT
The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of County and ADS and their respective legal representatives, successors, and assigns.

26. AUTHORITY
Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

27. CLAIMS FOR FEDERAL OR STATE AID
ADS and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

28. PRIVILEGES AND IMMUNITIES
All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this

Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

29. LEGAL OBLIGATIONS AND RESPONSIBILITIES
This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

30. NON-RELIANCE BY NON-PARTIES.
No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the ADS agree that neither the County nor the ADS or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

31. ATTESTATIONS
ADS agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

32. NO PERSONAL LIABILITY
No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. EXECUTION IN COUNTERPARTS
This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and ADS hereto may execute this Agreement by singing any such counterpart.

34. SECTION HEADINGS
Section headings have been inserted in this Agreement as a matter of convenience for

reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF COUNTY and ADS hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(seal)
Attest:
Danny L. Kohlage, Clerk

By: _____
Deputy Clerk
Date: 4/12/06

Board of County Commissioners
Of Monroe County

By: _____
Charles "Sonny" McCoy, Mayor
Date: 4/12/06

Witnesses for
Advanced Data Solutions, Inc.

_____
Signature
Date: 4-12-06

_____
Signature
Date: 4-12-06

For Advanced Data Solutions, Inc.

_____
Signature

Rob Buell
Print Name
Date: 4/12/06

Address:
141 Scarlet Blvd Ste A.
Oldsmar, FL. 34677
Telephone Number: 727-638-5030.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 4-12-06

Public Entity Crime Statement

"A person of affiliate who has been placed on the convicted vendor list following a convection for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

LOBBYING AND CONFLICT OF INTEREST CLAUSE
SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Guy Robert Buell of Advanced Data Solutions, Inc. warrants that he/it has not employed, retained

or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

Guy Robert Buell
(signature)

Date: 11/18/05

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Guy Robert Buell who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 18th day of November, 2005.

Pamela L. Pumar
NOTARY PUBLIC

My commission expires:

PAMELA L. PUMAR
Comm# DD0263624
Expires 11/16/2007
Bonded thru (800)432-4254
Fl... Notary Assn., Inc

OMB - MCP FORM #4

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DM ADVAN16

DATE (MM/DD/YYYY) 12/20/05

PRODUCER
Brown & Brown Insurance
17757 US Highway 19 N, Ste 660
P.O. Box 2456
Clearwater FL 33757-2456
Phone: 727-461-6044 Fax: 727-442-7695

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Advanced Data Solutions, Inc.
141 Scarlet Blvd., Ste. A
Oldsmar FL 34677

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance Co	29424
INSURER B:	Auto Owners	18988
INSURER C:	Hartford Underwriters Ins. Co.	30104
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] EPLI: $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	21SBAKO0961	07/17/05	07/17/06	EACH OCCURRENCE	$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$300,000
						MED EXP (Any one person)	$10,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
						PRODUCTS - COMP/OP AGG	$2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	4625922200	02/25/05	02/25/06	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO		M Slavik 12-27-05		AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $		X Org. Ops CC File City Admin		EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	21WECGA3774	02/21/05	02/21/06	[X] WC STATUTORY LIMITS [ ] OTHER	
						E.L. EACH ACCIDENT	$100,000
						E.L. DISEASE - EA EMPLOYEE	$100,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

This certificate voids & supercedes the certificate dated 11/29/05.
Monroe County Board of County Commissioners is named as Additinal Insured with respects to General Liability.

CERTIFICATE HOLDER

MONRO-3

Monroe County Florida
1100 Simonton Street
Gato Building
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Maureen C. Lone

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