



Marion County Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 16P-106 3rd Party Claims Administration

MODIFICATION NUMBER: 5 MODIFICATION EFFECTIVE DATE: October 1, 2021

DESCRIPTION OF MODIFICATION:

1. The Agreement for claims handling is renewed for one (1) year, effective October 1, 2021 through September 30, 2022. The Annual Fee shall be \$219,328.
2. This Modification adds language to the Agreement to conform with current Florida Statutes and Marion County requirements as reflected on Exhibit A hereto, and shall be deemed to amend and become part of the Agreement in accordance with Project 16P-106 and shall remain in full force and effect until the completion of all services required of SERVICE AGENT under the Agreement.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: SHARI CHINEVERE
E-MAIL: shari.chinevere@marionfl.org
PHONE: 352-671-8648

NAME: Johns Eastern Company, Inc.
ADDRESS: 6015 Resource Lane, Lakewood Ranch, FL 34202
ATTN: Alice Wells (awells@johnseastern.com)

INSTRUCTIONS: SERVICE AGENT shall sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to SERVICE AGENT to attach to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

FOR USE AND RELIANCE OF MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

JEFF GOLD DATE
CHAIRMAN

MATTHEW G. MINTER
MARION COUNTY ATTORNEY

ATTEST:

GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

COMPANY NAME:
Johns Eastern Company, Inc.

BY: DATE

PRINTED NAME

ITS:

16P-106-CA-05
3rd Party Claims Administration
EXHIBIT A

The following language is added to the Agreement:

1. INSURANCE.

As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. CLIENT shall be notified if any policy limit has eroded to one half its annual aggregate. SERVICE AGENT shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Service Agent/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

2. EMPLOYEE ELIGIBILITY VERIFICATION.

E-Verify, pursuant to Section 448.095, F.S.

Section 448.095, Florida Statutes, requires SERVICE AGENT to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SERVICE AGENT from entering into the Agreement unless it is in compliance therewith. Information provided by SERVICE AGENT is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. CLIENT hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. SERVICE AGENT has agreed to perform in accordance with the requirements of this Section and agrees:
 - a. SERVICE AGENT certifies and assures CLIENT that SERVICE AGENT is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which CLIENT relies in entering into the Agreement.

- b. CLIENT shall immediately terminate the Agreement if CLIENT has a good faith belief that SERVICE AGENT has knowingly violated Section 448.09(1), Florida Statutes, that is, that SERVICE AGENT knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c. When SERVICE AGENT enters into a contract with an employee, a Service Agent or a subcontractor, SERVICE AGENT shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- d. SERVICE AGENT shall maintain a copy of such affidavit for the duration of the Agreement and provide it to CLIENT upon request.
- e. SERVICE AGENT shall immediately terminate the Contracting Party if SERVICE AGENT has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
- f. If CLIENT has a good faith belief that SERVICE AGENT's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that SERVICE AGENT has otherwise complied, CLIENT shall promptly order SERVICE AGENT to terminate the Contracting Party. SERVICE AGENT agrees that upon such an order, SERVICE AGENT shall immediately terminate the Contracting Party. SERVICE AGENT agrees that if it should fail to comply with such an order, CLIENT shall immediately terminate SERVICE AGENT.
- g. If CLIENT terminates the Agreement with SERVICE AGENT, SERVICE AGENT may not be awarded a public contract for a least one (1) year after the date of termination.
- h. SERVICE AGENT is liable for any additional costs incurred by CLIENT as a result of a termination under this Section.
- i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
- j. SERVICE AGENT shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractor, and to make such records available to CLIENT or other authorized governmental entity.
- k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and CLIENT may treat a failure to comply as a material breach of the Agreement.

3. SCRUTINIZED COMPANIES.

Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

- 1. If the Agreement is for One Million Dollars or more, SERVICE AGENT certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SERVICE AGENT was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
- 2. If the Agreement is for any amount, SERVICE AGENT certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SERVICE AGENT was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

- B. Termination, Threshold Amount.** CLIENT may, entirely at its option, terminate the Agreement if it is for One Million Dollars and SERVICE AGENT meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and SERVICE AGENT is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and SERVICE AGENT is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and SERVICE AGENT is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 4. Was entered into or renewed on or after July 1, 2018, and SERVICE AGENT is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** CLIENT may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
 2. SERVICE AGENT is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

4. **SOVEREIGN IMMUNITY.**

Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided CLIENT pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of CLIENT to indemnify SERVICE AGENT, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

5. **ON-GOING COMPLIANCE.**

On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.