

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
AGREEMENT
CONTRACT NO. 22-R00060**

THIS AGREEMENT made and entered into this 14th day of June, 2022, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 20 North Main Street, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Robert A. Buckner & Associates, Inc., 11 North Main Street, Brooksville, FL 34601, duly authorized to conduct business in the State of Florida, hereinafter called the REALTOR.

W I T N E S S E T H:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (“RFP”), RFP No. 22-R00060/TPR, to retain one (1) REALTOR that is qualified and have capacity to market and sell “Surplus Properties” and purchase real property on behalf of the Hernando COUNTY Board of COUNTY Commissioners (BOCC).

WHEREAS, REALTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. PURPOSE

1.1 The purpose of this Agreement is for REALTOR to market and sell “Surplus Properties” and purchase real property on behalf of the BOCC located in Hernando COUNTY (COUNTY).

ARTICLE 2. GENERAL REQUIREMENTS

2.1 **TERMS AND CONDITIONS**: On the terms and conditions set forth in this Agreement, the COUNTY hereby engages REALTOR to perform the services more specifically detailed in Exhibit “A”, Scope of Services (the “Scope of Services”), attached hereto and incorporated herein by this reference.

2.2 **GENERAL REQUIREMENTS**: REALTOR shall comply with all requirements provided in the following: rFP No. 22-R00060/TPR.

2.3 **OTHER REQUIREMENTS**: REALTOR shall comply with all other applicable Federal, State and COUNTY requirements, including but not limited to, all requirements listed in **RFP No. 22-R00060/TPR**, COUNTY purchasing procedures, and the COUNTY Code of Ordinances (the “Code”).

2.4 **COMPENSATION**: The REALTOR will be paid strictly on a commission basis based upon the amount agreed upon by the COUNTY and as proposed by the REALTOR. The REALTOR will only be entitled to receive payment for services at the time of the closing of the sale of property. No additional reimbursements will be paid by the COUNTY. All marketing costs including, but not limited to, all labor, materials, advertising costs, postage, handling, transportation, travel, lodging, equipment and supplies and incidentals to perform as the REALTOR shall be the sole responsibility of the REALTOR.

2.5 **TERMS OF AGREEMENT**: This Agreement shall be effective immediately following the date of final execution by the COUNTY and shall remain in effect for twelve (12) months, also known as the initial term (“the “Initial Term”). Prior to, or upon completion of the Initial Term, the COUNTY shall have the option to renew this Agreement under the same terms and conditions as provided by RFP No. 22-T00060/TPR. Continuation of the Agreement beyond the Initial Term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the REALTOR. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.6 **OTHER CONSULTANTS**: The REALTOR shall coordinate and work with any other consultants retained by the COUNTY. REALTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the

REALTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

- 2.7** **ACCEPTANCE BY COUNTY:** The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accordance with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible for payment for any such service.

ARTICLE 3. COUNTY RESPONSIBILITIES

- 3.1** COUNTY shall promptly review the services performed by REALTOR and provide direction to REALTOR as needed. COUNTY shall designate a COUNTY staff member to act as COUNTY'S Project Administrator.
- 3.2** COUNTY shall make payment in accordance with the provisions set forth in this Agreement.
- 3.3** COUNTY will provide to the REALTOR all necessary and available data in the possession of COUNTY that would be useful to REALTOR in the completion of the required services.

ARTICLE 4. SPECIAL TERMS AND CONDITIONS

- 4.1** **CORPORATE REPRESENTATIONS BY REALTOR:** REALTOR hereby represents and warrants to the COUNTY the following:

- 4.1.1** REALTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
- 4.1.2** The undersigned signatory for REALTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by REALTOR has been duly authorized by the Board of Directors and/or President of REALTOR. In support of said representation, REALTOR agrees to provide a copy to the COUNTY of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
- 4.1.3** REALTOR is duly licensed under all local, State and Federal laws to provide the work stated in the Detailed Scope of Services attached hereto as **Exhibit "A"**. In support of said representation, REALTOR agrees to provide a copy of all said licenses to the COUNTY prior to the execution of this Agreement.

4.2 **TERMINATION:**

- 4.2.1** This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given not less than ninety (90) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate prior to termination.
- 4.2.2** This Agreement may be terminated in whole or in part in writing by the COUNTY for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in 4.2.1. If termination for convenience is effected by the COUNTY, no further compensation will be paid to the REALTOR.
- 4.2.3** If termination for default is effected by the COUNTY, no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the REALTOR at the time of termination may be adjusted to cover any additional costs to the COUNTY because of the REALTOR 'S default.
- 4.2.4** Upon receipt of a termination action under 4.2.1, 4.2.2, or 4.2.3, the REALTOR shall: (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make

available to the COUNTY all data, drawings, reports, specifications, summaries, properties, and keys acquired and other such information acquired and as may have been accumulated by the REALTOR in performing this Agreement, whether completed or in process.

4.2.5 Upon termination, the COUNTY may take over the work and may award another party a Contract to complete the work described in the Scope of Services.

4.2.6 If, after termination for failure of the REALTOR to fulfill contractual obligations, it is determined that the REALTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY.

4.3 **REMEDIES:** Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the COUNTY and the REALTOR, arising out of or relating to this Agreement, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

4.4 **ACCESS TO RECORDS:** The REALTOR shall establish and maintain a reasonable accounting system, which enables ready identification of the REALTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this Contract. The COUNTY, the Comptroller General of the United States, or its designee shall have access to such books, records, sub-contract(s), financial operations, and documents of the REALTOR as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the REALTOR'S place of business. This right to audit shall include the REALTOR'S sub-contractors used to procure goods or services under the Contract with the COUNTY. REALTOR shall ensure the COUNTY has these same rights with sub-contractor(s) and suppliers. Pursuant to Section 119.0701, Florida Statutes (Current Edition), REALTOR shall comply with the Florida Public Records' laws and shall:

4.4.1 Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

4.4.2 Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. (Current Edition), or as otherwise provided by law;

4.4.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

4.4.4 Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the REALTOR upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency;

4.4.5 Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

4.5 **INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

4.5.1 **INDEMNITY:** To the fullest extent permitted by Florida law, the REALTOR covenants, and agrees that it will indemnify and hold harmless the COUNTY and all of the COUNTY's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by REALTOR during the performance of the Contract, whether direct or indirect, and whether to any person or property to which the COUNTY or said parties may be subject, except that neither the REALTOR nor any of its sub-contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its officers, agents, or employees.

4.5.2 PROTECTION OF PERSONS AND PROPERTY:

4.5.2.1 The REALTOR will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.

4.5.2.2 The REALTOR will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the REALTOR will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

4.5.3 MINIMUM INSURANCE REQUIREMENTS: REALTOR shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the COUNTY of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

4.5.4 WORKERS' COMPENSATION: As required by law:

STATE.....Statutory
APPLICABLE FEDERAL.....Statutory
EMPLOYER'S LIABILITY.....Minimum: \$100,000.00 each accident
\$100,000 by employee
\$500,000 policy limit

Exemption per Florida Statute 440: If a REALTOR has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <http://www.myfloridacfo.com/wc/exemption.html>

4.5.5 GENERAL LIABILITY: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

COVERAGE AS FOLLOWS:

EACH OCCURRENCE.....\$1,000,000.00
GENERAL AGGREGATE.....\$2,000,000.00
PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000.00

Per Project Aggregate (if applicable)

ALSO, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....\$50,000.00
MEDICAL EXPENSE (Any one (1) person).....\$5,000.00

4.5.6 ADDITIONAL INSURED: REALTOR agrees to endorse Hernando COUNTY as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando COUNTY Board of COUNTY Commissioners." Proof of Endorsement is required.

4.5.7 WAIVER OF SUBROGATION: REALTOR agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit REALTOR to enter into an pre-loss agreement to waive subrogation without an endorsement, then

REALTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should REALTOR enter into such an agreement on a pre-loss basis.

- 4.5.8 AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.

COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL).....	\$1,000,000.00
BODILY INJURY (Per Person).....	\$1,000,000.00
BODILY INJURY (Per Accident).....	\$1,000,000.00
PROPERTY DAMAGE.....	\$1,000,000.00

- 4.5.9 [X] Not-Required *JB* (initials)**

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

PROFESSIONAL LIABILITY: including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", REALTOR may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

- 4.5.10 [X] Not-Required *JB* (initials)**

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, REALTOR must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 4.5.10.1** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated.
- 4.5.10.2** Date on which final payment of this Contract has been made by COUNTY to Consultant/Firm; or
- 4.5.10.3** Date on which the insurable interests in the property of all insured other the COUNTY have ceased.
- 4.5.10.4** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

4.5.11 [X] Not-Required JH (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

CRIME PREVENTION – BOND: REALTOR shall procure a fiduciary bond in the amount of \$100,000.00 covering loss or theft by REALTOR, its agents, or employees, and shall procure insurance in the amount of \$10,000.00 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of REALTOR that would insure to the benefit of the COUNTY.

4.5.12 [X] Not-Required JH (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

EXCESS/UMBRELLA LIABILITY: REALTOR shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on Contract.

4.5.13 SUB-CONTRACTORS (if applicable): All sub-contractors hired by said Contractor are required to provide Hernando COUNTY Board of COUNTY Commissioners a Certificate of Insurance with the same limits required by the COUNTY as required by the Contract. All sub-contractors are required to name Hernando COUNTY Board of COUNTY Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.

4.5.14 RIGHT TO REVISE OR REJECT: COUNTY reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operating legally.

4.5.15 Each insurance policy shall include the following conditions by endorsement to the policy:

4.5.15.1 REALTOR agrees to provide COUNTY with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant/Firm's insurer. If the REALTOR receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, REALTOR agrees to notify the COUNTY by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate shall read:

Hernando COUNTY Board of COUNTY Commissioners
Attention: Risk Department
15470 Flight Path Drive
Brooksville, FL 34604

4.5.15.2 Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Consultant/Firm.

4.5.15.3 The term "COUNTY" or "Hernando COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the COUNTY and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando COUNTY.

- 4.5.15.4** The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY, to any such future coverage, or to COUNTY'S self-insured retentions of whatever nature.
- 4.5.16** The REALTOR shall be required to provide a current Certificate of Insurance to the COUNTY prior to commencement of services.
- 4.5.17** Proposers may, at the COUNTY's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- 4.5.18** Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.
- 4.6** **INDEPENDENT CONTRACTOR:** The REALTOR agrees that it shall be acting as an independent Contractor and shall not be considered or deemed to be an agent, employee, joint venture or partner of the COUNTY. The REALTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the REALTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the REALTOR 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 the REALTOR any fee, commission, percentage, gift, or other consideration contingent upon on or resulting from the award or making of this Agreement.
- 4.7** **ACCEPTANCE OF SERVICES:** Any service(s) procured as a result of this Agreement may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.
- 4.8** **PUBLIC RECORDS / COPYRIGHTS:**
- 4.8.1** All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the REALTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request without charge. In accordance with Florida Public Records Law, Chapter 119, Florida Statutes (Current Edition), each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the REALTOR'S office or facility. The REALTOR shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the Federal and State requirements, whichever is longer.
- 4.8.2** Any copyright derived from any Agreement derived from this Agreement shall belong to the author. The author and the REALTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the REALTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the REALTOR will not be eligible for any compensation.
- 4.8.3** **Codes and Regulations:** All work completed under this Agreement shall conform to all applicable Federal, State and local statutes, ordinances, codes, regulations and ordinances.
- 4.8.4** **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, sub-contractor, 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, Florida Statutes (Current

Edition), for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.8.5 Prohibition Against Contingent Fees: The REALTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the REALTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the REALTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 5. GENERAL CONDITIONS

- 5.1 Governing Law and Venue:** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Hernando County, Florida.
- 5.2 Assignment:** Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 5.3 Captions:** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 5.4 Binding Agreement:** This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 5.5 Amendment:** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 5.6 Waiver:** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 5.7 Compliance with Civil Rights Act:** During the term of this Agreement the REALTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the REALTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the REALTOR employees or applicants for employment. The REALTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 5.8 Compliance with Laws:** The REALTOR shall at all times comply with all Federal, State and local laws, rules, ordinances and regulations.
- 5.9 Severability:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 5.10 Notice:** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to REALTOR:

If to COUNTY:
 J. Scott Herring, P.E.
 1525 E. Jefferson Street
 Brooksville, FL 34601
 Telephone: (352) 754-4062
 Fax: (352) 754-4199

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

- 5.11 **Safety:** REALTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, Contractors and agents while performing work provided hereunder.
- 5.12 **Sovereign Immunity:** Notwithstanding any other provision set forth in this Contract, nothing contained in this Agreement shall be construed as a waiver of the COUNTY'S right to sovereign immunity under Section 768.28 (Current Edition), or other limitations imposed on the COUNTY'S potential liability under State or Federal law. As such, the COUNTY shall not be liable, under this Agreement, for punitive damages or interest for the period before judgment. Further, the COUNTY shall not be liable for any claim or judgment, or portion thereof, to any one (1) person for more than one hundred thousand and 00/100 dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand and 00/ 100 dollars (\$200,000.00).
- 5.13 **Drafting:** COUNTY and REALTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
- 5.14 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

ARTICLE 6. SCOPE OF AGREEMENT

- 6.1 This Agreement, RFP No. 22-R00060/TPR and Proposal dated April 11, 2022, constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

ARTICLE 7. ATTACHMENTS

- 7.1. Attachments:
Exhibit "A" Scope of Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its COUNTY Commission, signing by and through its Chairman, authorized to execute same by Commission Action on the 14th day of June, 2022 and by REALTOR through its duly authorized representative.

WITNESSES:

Charles Bukner
Charles Bukner

REALTOR:

By: Robert A. Bukner

Print name: Robert A. Bukner

Title: Broker - Owner - President

ATTEST:



Hildi Kuyper, Deputy Clerk
 for Douglas A. Chorvat, Jr.
 Clerk of Circuit Court

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Steve Champion
 Board Chairman

EXHIBIT “A”: SCOPE OF SERVICES

- 1. SCOPE OF SERVICES:** It is the intent of this RFP to have the successful realtor enter into one (1) Contract for Professional Services with the County to supply real estate services as outlined herein. The realtor will be paid strictly on a commission basis and will be expected to work closely with the County Attorney’s Office and County staff. The prospective buyer or lessee of the properties will be required to enter into a Purchase and Sale Agreement to be drafted by the County. The County will select the realtor that best meets the selection criteria and demonstrates the capability to provide and perform quality work to achieve the County’s objectives. The proposers to this RFP must be knowledgeable of the local real estate market and should have experience in the sale and leasing of similar properties and have the ability to market to prospective buyers on a national and local level. All marketing costs shall be the sole responsibility of the realtor who is awarded the listing agreement.

The professional services required by the County in connection with this RFP covers the entire spectrum of those services customarily provided by commercial and residential real estate brokers and/or firms. Such professional real estate services that may be required to be provided to the County include, but are not limited to, the following:

1.1 SALE OF REAL PROPERTY

- 1.1.1** Recommend the listing price of the sites based on their marketability and similar sales in the area. However, the listing price shall not be below the Hernando County Property Appraiser’s stated value.
- 1.1.2** Recommend a minimum sales price for each site for the BOCC to consider and provide a projected timeline for sales at various listing prices.
- 1.1.3** Develop a reasonable marketing plan for the sale of each property utilizing “FOR SALE” signs where appropriate; newspaper or flyer advertisements; letters by U.S. mail being sent to adjoining landowners notifying them that the property is available for sale and placing all properties on the Hernando County MLS.
- 1.1.4** Advertise and market the property for sale in any additional and appropriate manner over and above the mandatory minimum requirement listed above.
- 1.1.5** Present any offers to the County staff with recommendation for acceptance or refusal.
- 1.1.6** Provide County staff with a bi-monthly status report listing as requested.
 - 1.1.6.1** Competitive Market Analysis (CMA).
 - 1.1.6.2** Date and listing of when the property was advertised.
 - 1.1.6.3** Listing of contacts made, either in response to specific inquiries or realtor initiated.
 - 1.1.6.4** Impression as to progress of marketing effort.
 - 1.1.6.5** Suggestions, if any, as to how to change or improve the marketing plan.
 - 1.1.6.6** Copy of MLS monthly reports showing all County properties listed.
- 1.1.7** Participate in site tours and/or other events concerning a showing of the property.
- 1.1.8** Analyze offers from potential buyers.
- 1.1.9** Presentations at public BOCC meetings may be required.
- 1.1.10** Recommendation on repair, inspection or maintenance issues that are critical to the ability to sell the property.

1.1.11 Negotiating with potential buyers on behalf of the County.

1.1.12 Preparing closing documents; County Attorney's office will attend the closings when a title company is utilized by a buyer.

1.1.13 All other customary activities and services associated with real estate transactions.

NOTES:

1.1.14 Purchaser receives a statutory deed, not a warranty deed. No warranty or guarantee will be issued by the County.

1.1.15 All properties are sold "As Is."

1.1.16 Buyer is to pay all closing costs including title insurance if requested by buyer.

1.2 PURCHASE OF REAL PROPERTY

1.2.1 Purchases real property on behalf of the County.

 6/1/22

Authorized Signature