

Attachment #2 – Insurance Requirements

The following insurance requirements are included in this Agreement:

The AGENCY will obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies will be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days of executed Agreement, the AGENCY will provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. Authorized representatives of the insurance companies shown on the Certificate will sign the Certificate(s) of Insurance. A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured will be attached to the certificate(s).

No Services will commence under this agreement unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance complies with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the AGENCY to meet the requirements of the Agreement will be endorsed to include Pinellas COUNTY, a political subdivision of the State of Florida as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements will be furnished by the AGENCY to the COUNTY at least thirty (30) days prior to the expiration date.

AGENCY will also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said AGENCY from its insurer. Notice will be given by certified mail to: Pinellas COUNTY Risk Management Department, 400 South Fort Harrison Ave., Clearwater, Florida 33756; and nothing contained herein will absolve AGENCY of this requirement to provide notice.

Should the AGENCY, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the AGENCY for such purchase. The COUNTY will be under no obligation to purchase such insurance, nor will it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance will in no way be construed to be a waiver of any of its rights under the Agreement.

The COUNTY reserves the right, but not the duty, to review and request a copy of the AGENCY's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

Each insurance policy will include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, will have no recourse against COUNTY for payment of premiums or assessments for any deductibles that all are the sole responsibility and risk of the AGENCY.
- (3) The term "COUNTY", or "Pinellas COUNTY" will include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.
- (4) The policy clause "Other Insurance" will not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature.
- (5) All policies will be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability will have a list of covered employees certified by the leasing company attached to the

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Certificate of Insurance. The COUNTY will have the right, but not the obligation to determine that the AGENCY is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by AGENCY, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the AGENCY occurs, or alternatively find the AGENCY to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, will include waivers of subrogation in favor of Pinellas COUNTY from the AGENCY.

The insurance requirements for this Agreement, which will remain in effect throughout its duration, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless AGENCY can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Excess or Umbrella Liability Insurance excess of the primary coverage required in paragraphs (A), (B), and (C) above:

Limits	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

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- (E) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “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”, AGENCY may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (F) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Cyber Risk Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

- (G) Property Insurance AGENCY will be responsible for all damage to its own property, equipment and/or materials.