

**MAINTENANCE AGREEMENT
WITH HAVEN AT PALM HARBOR, LLC**

THIS AGREEMENT (“Agreement”), made and entered into this _____ day of _____, 2025, by and between Pinellas County, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the "County" and Haven at Palm Harbor, LLC, having its principal office at 100 Dunbar Street, Spartanburg, SC 29306, a limited liability company organized under the laws of the State of Delaware, hereinafter called the "Association".

WITNESSETH

WHEREAS, the County has certain property located between US Highway 19 North and Belcher Road, some of which was obtained for right-of-way purposes, but has not been opened for transportation (hereinafter “Bee Pond Road”); and

WHEREAS, parcels 30-27-16-00000-340-0300 and 31-27-16-00000-210-0100 which are adjacent to both sides of the unopened right-of-way of Bee Pond Road between US Highway 19 North and Belcher Road (the “Association Property”) are being developed by the Association for the benefit of those who reside in the community served by the Association; and

WHEREAS, the County has not previously identified Bee Pond Road, as defined herein, as right-of-way in need of opening for benefit of the traveling public; and

WHEREAS, the Association wants to utilize a portion of the unopened right-of-way of Bee Pond Road as a driveway connection for the development of Association Property (the “Driveway”).

WHEREAS, the County is willing to allow the Association to build the Driveway to commercial driveway standards with the exception of an agreed upon width of twenty (20) feet; such standards are lower than that required for a road pursuant to the Pinellas County Transportation Design Manual, dated January 2021, so long as the Driveway and its associated infrastructure is constructed in accordance with Permit No. RUP 24-00127, and maintained pursuant to the terms of this Agreement;

WHEREAS, the Association is willing and able to expend the necessary funds for the maintenance of the Driveway and all appurtenances thereto as shown on Exhibit A (“Road Segment”) until such time as the County designs and constructs or permits the design and/or construction of a road in the unopened Bee Pond right-of-way occupied by the Driveway, which the County in its sole discretion can choose to not open for public transportation; and

WHEREAS, both parties hereto recognize the need for entering into an agreement to designate and set forth the responsibilities of each party in the maintenance of the Road Segment (hereinafter “Agreement”).

NOW THEREFORE, for and in consideration of the mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Maintenance Obligations of the Association

1.1. In consideration for being able to construct the Driveway, the Association agrees to assume all maintenance obligations generally borne by the County for the maintenance of the Road Segment, as detailed in this section. The Association must provide an annual written inspection report signed by a Professional Engineer licensed in the State of Florida attesting that all permitted improvements are in a reasonably safe, usable condition for the general traveling public and the requirements of this section are being reasonably maintained, in the sole discretion of the County, and the minimum requirements set forth herein and in Permit No. RUP-24-00127 are being met.

1.1.1. **Driveway:** Pavement condition inspections shall adhere to the ASTM D6433 standard in effect at the time of the inspection. Pavement condition, using the pavement condition index, shall be maintained at 40 or above.

1.1.2. **Stormwater:** Inspections and recertifications must be conducted as required by and in compliance with the then current versions of Chapter 373 Part IV Florida Statutes (2023), Rule 62-330.311 F.A.C., or as specified on any applicable Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP), including, but not limited to ERP-43040472.006 and as required by the Pinellas County Stormwater Manual, *Section 1.8 Inspection and Recertification of Stormwater Treatment Systems*, as may be amended, all as applicable.

1.1.3. **Landscaping:** Mowing shall be performed as required to maintain a turf height less than 12 inches.

The requirements described in Sections 1.1.1 through 1.1.3 above shall be collectively referred to herein as the “County Requirements”.

1.2. The Association will maintain the Road Segment, which is attached hereto, in accordance with all applicable standards of Pinellas County and the Florida Department of Transportation, as may be amended, and in no case may the Road Segment fall below a reasonably safe condition.

1.3. The Association must make any necessary repairs or perform any necessary maintenance within 45 days of receipt of any request for repairs or maintenance; provided, however, in the event that any such repairs and/or maintenance by their nature cannot be completed within 45 days, the County may extend such time as may be reasonably necessary in order to complete the same.

1.4. Notwithstanding any contrary provisions of this Agreement, within no more than twenty-four (24) hours of the Association becoming aware of any condition posing an immediate threat to the safety of the traveling public, such condition(s) must be repaired or made safe until a repair or modification can be made in accordance with sections 1.3 or 4.1 as applicable.

- 1.5. Should the Association fail, after written notice from the County, to maintain the Road Segment in a reasonably safe condition, as specified in this section, or as required by applicable County, State, or Federal law, as determined by County staff, or a court of competent jurisdiction, the County may, in the County's sole discretion make all modifications, maintenance, or repairs deemed appropriate by the County using force labor or a contractor. The Association must reimburse the County for the actual costs of such modification, maintenance, or repair within thirty (30) days of receipt of an invoice for such modifications, maintenance, or repairs from the County, for County force labor, actual cost includes the fully loaded rate of the employee(s) performing the work as determined by the Pinellas County Clerk of the Circuit Court and Comptroller, and the actual cost of County-owned equipment utilized will be determined by the County's schedule of equipment costs.

2. Permitting Obligations of the Association

- 2.1. The Association must comply with the terms of Permit RUP-24-00127 and must obtain a permit from Pinellas County for any additional activities it is performing on Bee Pond Road, including within the Road Segment, for which a permit is required of any other private or non-Pinellas County entity pursuant to the Pinellas County Code, including, but not limited to permits required by Chapter 154 for work performed within the right-of-way.
- 2.2. The Association will not install any signage or other fixtures on Bee Pond Road, including the Road Segment, without obtaining all necessary permits.

3. The Association's Obligations relating to Insurance, Indemnification, and Claims

- 3.1. Insurance is required and the current insurance requirements are as set forth in the attached Exhibit B. Insurance requirements will be reviewed, and may be reasonably adjusted by the County, at a minimum of every five (5) years, but no more frequently than annually.
- 3.2. At all times, the Association must carry insurance which must meet or exceed the Insurance Requirements set forth in Exhibit B, attached hereto, and as may be amended pursuant to section 3.1, and for which Pinellas County must be named as an additional insured. Notwithstanding the foregoing, the Association does not need to carry the professional liability insurance set forth in Exhibit B, but must require it be carried by any Professional Engineer the Association utilizes in furtherance of this Agreement. Insurance coverage must be primary and non-contributory in nature. Additionally, insurance coverage must include tail coverage for claims in any way arising out of or related to the Association's obligations pursuant to this Agreement. This provision survives the termination or expiration of this Agreement, through the longest statute of limitations possible for any such claims.
- 3.3. If contracting with a third party for the maintenance of any portion of the Road Segment, the Association must require that the third party carry insurance in an amount equal to or greater than that specified in the Insurance Requirements set forth in Exhibit B, for which both Pinellas County and the Association must be named as additional insureds.

- 3.4. The Professional Engineer conducting Inspections must carry professional liability insurance as set forth in Exhibit B and name the County and Association as additional insureds.
- 3.5. The Association agrees to be responsible for all accidents, injuries, and claims for damages to the extent arising from or related to the Association's obligations pursuant to this agreement.
- 3.6. The Association will promptly, but within no longer than fifteen days, advise the County of any notices it receives regarding injuries, accidents, or damages in any way arising out of or related to the Association's obligations pursuant to this Agreement.
- 3.7. The Association agrees to indemnify, defend, pay the costs of defense, and hold harmless the County from and against all claims, losses and expenses, including court costs and attorney's fees, to the extent arising out of or resulting from any wrongful or negligent action or inaction on the part of the County (but expressly excluding the gross negligence and/or willful misconduct of the County), related to this Agreement, including, but not limited to, tort claims, as well as claims for violations of the Americans with Disabilities Act from the effective date of this Agreement through the longest statute of limitations possible for any such claims; provided, however, in the event that the Association shall at any time sell or otherwise dispose of the Association Property, the Association's liability hereunder shall terminate as of the date of such sale or other disposition and such acquiring party shall thereafter automatically be subject to the terms of this Agreement.
- 3.8. The Association agrees that, to the extent permitted under applicable laws, third parties can bring suit directly against the Association for any claims which in any way arise out of or are related to the Association's construction or maintenance of the Road Segment pursuant to this Agreement.
- 3.9. The Association will provide the County with certificates of insurance for all policies required pursuant to this Agreement and must make the policy documents available reasonably promptly following receipt of written request.

4. Compliance with the Americans with Disabilities Act

- 4.1. Upon receipt of a claim or allegation that the Road Segment is not being maintained in accordance with the Americans with Disabilities Act (ADA), as applicable, the Association must bring Road Segment back into ADA compliance within 45 days, or within a time approved by the County (which approval shall not be unreasonably withheld, conditioned, or delayed). If, in the County's reasonable discretion, the Association fails to bring the Road Segment into ADA compliance within 45 days, or as otherwise agreed to in writing, the County may make all modifications which the County, in its reasonable discretion, deems necessary using force labor or a contractor. The Association must reimburse the County for the costs of such modification within thirty (30) days of receipt of the invoice for the cost of such modifications. The Association agrees to abide by the County's determination as to ADA compliance, absent manifest error. Notwithstanding

the foregoing, in the event that any such repairs and/or maintenance by their nature cannot be completed within 45 days, the Association shall have such additional time as may be reasonably necessary in order to complete the same so long as the Association promptly commences such underlying work and continuously prosecutes the same to completion.

- 4.2. Should any allegation of violations of the ADA be brought against Pinellas County relative to the operation and maintenance of the Road Segment, the Association agrees to fully cooperate and share all requested information with the County so that the County can respond to any administrative investigation or litigation.

5. Public Records

- 5.1. For purposes of this section, Contractor is synonymous with Association.
- 5.2. Contractor acknowledges that information and data it manages as part of the services contemplated by this Agreement may be public records in accordance with Chapter 119, Florida Statutes, and Pinellas County public records policies. Contractor agrees that prior to providing the services contemplated by this Agreement it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes.
- 5.3. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, as may be amended, and County policy, as may be amended, for locating and producing public records during the term of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727-464-4600, 333 Chestnut St., Clearwater, FL 33756).

6. The County's Obligations

- 6.1. The County agrees to allow Developer to construct and utilize the Driveway and appurtenances within the Road Segment in accordance with the Pinellas County Transportation Design Manual, with the exception of the agreed upon width, and in consideration of the Association assuming all maintenance obligations set forth herein and liabilities associated therewith.
- 6.2. The County agrees to review all permit applications submitted by the Association relating to Bee Pond Road in a reasonable time, and a permit will not be unreasonably withheld, conditioned, or delayed.

6.3. The County retains all permitting and traffic control jurisdiction upon Bee Pond Road.

6.4. The County agrees to cooperate with the Association in relation to the Association's handling of any claims, administrative investigations, or litigation arising from the Association's activities pursuant to this Agreement.

7. Notice

7.1. Where notice to the Association is required or otherwise given pursuant to this Agreement, it must be in writing, sent by registered or certified mail to 100 DUNBAR STREET, SPARTANBURG, SC 29306 with return receipt(s) requested or by personal delivery to such office(s) with receipt furnished and additionally by e-mail to generalcounsel@johnsondevelopment.net. The Association may amend the address and e-mail for notices by providing ten (10) days written notice to the County in accordance with the provisions of this section.

7.2. Unless expressly provided otherwise herein, where notice to the County is required or otherwise given pursuant to this Agreement, it must be in writing, sent by registered or certified mail to the Director of Public Works at 22211 US HWY 19 N, BLDG 1, CLEARWATER, FL 33756 with return receipt(s) requested or by personal delivery to such office(s) with receipt furnished, and additionally by e-mail to publicworks@pinellas.gov. The County may amend the address and e-mail for notice by providing ten (10) days written notice to the Association in accordance with the provisions of this section.

8. Effective Date, Term and Termination

8.1. This Agreement takes effect ten (10) days after acceptance and execution by the County, provided the insurance requirements contained in Exhibit B are satisfied.

8.2. This Agreement is for a term of five (5) years commencing upon recording with the Pinellas County Clerk of Court, and thereafter will automatically renew under the same terms and conditions every five (5) years, upon the same terms, covenants, and conditions, unless terminated under the provisions of this Agreement or upon the mutual termination by the parties via written instrument.

8.3. The County may terminate this Agreement for convenience upon 60 days written notice to the Association, provided that following any such termination for convenience, the Association shall continue to have the right to access the Association Property from a public road.

8.4. This Agreement shall automatically terminate if the County elects to design and construct or permit the design and/or construction of a public road in the unopened Bee Pond right-of-way occupied by the Driveway, provided that the Association shall retain access to the Association Property from a public road.

9. Liquidated Damages

Pinellas County is self-insured. Should the Association fail to comply with the Insurance Requirements of this Agreement, the Association will be in material breach and, must cure the violation within fifteen (15) days, and be liable to the County for liquidated damages equal to the “per occurrence” sovereign immunity limit, if any, of Florida Law, for each claim or suit commenced against the County which arose during the period wherein insurance was not maintained by the Association. If Florida Statutes, section 768.28 is amended to remove the sovereign immunity caps, the Association will be liable to the County for liquidated damages equal to the sovereign immunity limit last in effect prior to removal for each claim or suit commenced against the County which arose during the period wherein insurance was not maintained by the Association.

10. Miscellaneous Provisions

- 10.1. This Agreement should be construed as if each of the Parties equally participated in and equally contributed to the drafting of its provisions with the ordinary and fair meaning attributed to its wording and to each of its terms.
- 10.2. In the performance of this Agreement the Association will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, marital status, disability or national origin. The Association will take affirmative action to ensure that employees are treated without regard to their race, color, religion, gender, sexual orientation, age, marital status, disability or national origin.
- 10.3. The Association acknowledges that it is functioning as an independent entity in performing this Agreement and is not acting as employees or agents of the County. The Association acknowledges that they are responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this Agreement will be considered a material breach and grounds for immediate termination of the Agreement, except that notice to cure will be given.
- 10.4. Should any one or more of the provisions hereof be found invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions will be null and void and deemed severed from the whole, and such finding will be without effect upon the remaining provisions, which remaining provisions will continue in full force and effect provided that the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties continue to be effective.
- 10.5. Attachments as numbered and listed in this Agreement are incorporated herein and made a part hereof by this reference.
- 10.6. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and will become effective and binding upon the parties as of the effective date set forth above, or upon execution by all signatories, whichever is later.

- 10.7. Nothing herein precludes the County, in its sole discretion, from utilizing special assessments to open additional segments of Bee Pond Road which connects to the Driveway (provided, however, in no event shall any such opening of additional segments of road and/or connection of the Driveway to additional segments of road act to increase the liabilities and/or obligations of the Association hereunder) and/or assuming maintenance obligations over additional road segments.
- 10.8. In the event that the County is divested of ownership or jurisdiction over the Road Segment, this Agreement shall be binding upon any successor in interest to the County. In the event that the Association shall at any time sell or otherwise dispose of the Association Property, the rights the Association has hereunder to use the Road Segment shall flow to the Association's successor in interest under the same terms as to the Association.
- 10.9. County and Association agree to reasonably cooperate with any estoppel requests to confirm whether to such party's knowledge the other party in default or violation; to such party's knowledge, that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate; and any other information that may be reasonably requested by the Association. For purposes of this section "knowledge" is limited to the actual knowledge of the person executing an estoppel certificate on behalf of either Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

End of Substantive Provisions, Signature Pages to follow.

HAVEN AT PALM HARBOR, LLC

by Johnson Development Associates, Inc., its manager

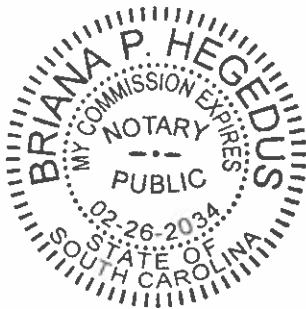
By [Signature]
Title: Jason C. Lynch, Vice President

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 1st day of may, 2025, by Jason C. Lynch, Vice
President of Johnson Development Associates, Inc., as Manager of Haven at Palm Harbor, LLC
who is personally known to me or who produced a South Carolina driver's license as
identification.

(Notary Seal)

[Signature]
Notary Public



Printed Name of Notary: Briana P. Hegedus
Commission Number: N/A
My Commission Expires: 2-26-2034

PINELLAS COUNTY, FLORIDA

by and through its Board of County Commissioners

By: _____
Chair

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, who is personally known to me or who produced _____ as identification.

(Notary Seal)

Notary Public

Printed Name of Notary: _____

Commission Number: _____

My Commission Expires: _____

ATTEST:

KEN BURKE, Clerk of the Circuit Court

By: _____
Deputy Clerk

APPROVED AS TO FORM:

Office of the County Attorney

EXHIBIT A

Road Segment



EXHIBIT B

Insurance Requirements

The following insurance requirements are included in this agreement:

1. INSURANCE

The Association shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed operations exposure, Association shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall 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.

Association shall provide certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- A. Approval by the County of any Certificate(s) 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(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.

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If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work, you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Association or their agent prior to the expiration date.

- 1) The Association shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Association from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Association of this requirement to provide notice.
 - 2) Should the Association, at any time, not maintain the insurance coverages required herein, beyond any notice and/or cure periods set forth in the Agreement, the County may terminate the Agreement upon written notice to the Association.
- B. If subcontracting is allowed under this Agreement, the Association shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for

General Liability and Auto Liability if required below. All subcontracts between the Association and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Association to the same extent the Association is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Association to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 4) Provide a waiver of subrogation in favor of the County.
- 5) Assign all warranties directly to the County.
- 6) Identify the County as an intended third-party beneficiary of the subcontract. The Association shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

C. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3) The term "County" or "Pinellas County" shall 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) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

Limits

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

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles. If the Consultant 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 Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No explosion, collapse, or underground damage exclusions allowed.

Limits

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

- 5) **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", Proposer 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.

- 6) **Property Insurance** Association will be responsible for all damage to its own property, equipment and/or materials.