

AGREEMENT

THIS AGREEMENT, (“Agreement”) is made and entered into on the [Click here to enter text.](#) day of [Click here to enter text.](#), 20[Click here to enter text.](#) (“Effective Date”), by and between [Click here to enter text.](#) (“Contractor”) and the City of St. Petersburg, Florida, (“City”) (collectively, “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor Duties.** Contractor shall perform the scope of services set forth in Appendix A of this Agreement (“Scope of Services”) for the City in full and complete accordance with this Agreement. Appendix A is attached hereto and made a part hereof.
2. **Agreement Components.**
 - A. The agreement components are this Agreement, the appendices to this Agreement, the purchase order issued by the City pursuant to this Agreement (“Purchase Order”), and the following documents, which are made a part hereof by reference (“Other Documents”):
 - (i) IFB No. 7756 Dated August 11, 2020 (“Document 1”)
 - (ii) Amendment No. (“Document 2”)
 - (iii) Contractor’s Quote Dated ,2020 (“Document 3”)
 - B. In the event of an inconsistency or conflict between or among the documents referenced in this Agreement, the following order of precedence shall govern: (i) this Agreement, exclusive of its appendices, (ii) the appendices to this Agreement, (iii) the Purchase Order, and (iv) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g. Document 1 shall govern over Document 2, Document 2 shall govern over Document 3, etc.).
3. **Term.** The term of this Agreement shall commence on the Effective Date and remain in full force and effect until Contractor has performed its obligations under this Agreement and the City has accepted all services in accordance with this Agreement.
4. **Schedule.** Contractor shall perform the Scope of Services in accordance with the schedule and deadlines set forth in Appendix A.
5. **Payment.** Provided Contractor faithfully performs its obligations contained in this Agreement, the City shall pay Contractor for the services rendered; provided, however, that the City shall not be required to pay Contractor for services unless they conform to the

requirements of this Agreement, and further provided that the total amount paid to Contractor pursuant to this Agreement, which shall be inclusive of any out-of-pocket expenses (including but not limited to transportation, mileage, lodging, and meals) shall not exceed [Click here to enter text.](#) dollars (\$[Click here to enter text.](#)) (“Payment”). The Payment may be increased only in strict accordance with this Agreement. Contractor shall invoice the City in accordance with the procedures established by the City.

6. Indemnification.

- A. Contractor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, “Indemnified Parties”) from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, “Claims”), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys’ and experts’ fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- (i) The performance of this Agreement (including any amendments thereto) by Contractor, its employees, agents, representatives or subcontractors; or
 - (ii) The failure of Contractor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or
 - (iii) Any negligent act or omission of the Contractor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Contractor, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
 - (iv) Any reckless or intentional wrongful act or omission of the Contractor, its employees, agents, representatives, or subcontractors; or
 - (v) Contractor’s failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).
- B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7. **Insurance.**

- A. Contractor shall carry the following minimum types and amounts of insurance at its own expense:
 - (i) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
 - (ii) Automobile liability insurance of \$1,000,000 combined single limit covering all owned, hired and non-owned vehicles.
 - (iii) Workers' Compensation insurance as required by Florida law and Employers' Liability Insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.
- B. All of Contractor's insurance policies, except Workers' Compensation, shall name the Indemnified parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Contractor shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Contractor shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.
- F. Contractor hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
- G. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Contractor hereunder from time to time.

8. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed

by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Procurement and Supply Management Department
P. O. Box 2842
St. Petersburg, FL 33731
Phone: 727-893-7027
Attention: Louis Moore

CONTRACTOR:

[Click here to enter text.](#)

Attn: [Click here to enter text.](#)

9. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
10. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
11. **Assignment.** Contractor shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph shall be void and shall confer no rights upon the assignee.
12. **Termination.**
 - A. This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to Contractor.
 - B. The City may terminate this Agreement upon written notice to Contractor in the event the Contractor defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Contractor with notice of default or an opportunity to cure, if the City determines that the Contractor has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- C. The City may terminate this Agreement as provided in Florida Statute section 287.135.
 - D. Termination of this Agreement shall act as a termination of the Purchase Order and the Other Documents.
13. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
 14. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
 15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
 16. **Compliance with Laws.** The Contractor shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including but not limited to Florida laws regarding public records. Contractor hereby makes all certifications required under Florida Statute section 287.135. Contractor shall also comply with all applicable City policies and procedures.
 17. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
 18. **No Liens.** Contractor shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Contractor, or to anyone using City property through or under Contractor. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
 19. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by the Contractor and its professional advisors. The City, Contractor and Contractor’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Contractor or against the City or the Contractor merely because of their efforts in preparing it.
 20. **Use of Name.** Subject to the requirements of Florida laws regarding public records, neither

party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the written consent of the named party, except that Contractor may refer to the City in client lists.

21. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
22. **City Consent and Action.**
 - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
 - B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
22. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
23. **Books and Records.** Contractor shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement shall be kept by Contractor and shall be open to examination or audit by the City during the Term and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
24. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
25. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of acts of God, failure of power, public health emergencies, strikes, lockouts, labor troubles, riots, war, insurrection,

or other reason of like nature not the fault of the party (“Permitted Delay”), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

26. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City’s consent respecting any action by Contractor shall not constitute a waiver of the requirement for obtaining the City’s consent respecting any subsequent action.
27. **Permits and Licenses.** Contractor shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Contractor’s performance of this Agreement. Upon request of the City, the Contractor shall provide the City with written evidence of such permits, licenses, certifications and approvals.
28. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
29. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Contractor’s obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the City in its sole and absolute discretion. Contractor shall promptly pay all subcontractors and suppliers.
30. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
31. **Contract Adjustments.**
 - A. Either party may propose additions, deletions or modifications to the Scope of Services (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for proper compliance with this Agreement. Proposals for Contract Adjustments shall be submitted to the non-requesting party in the form agreed to by the Parties. Contract Adjustments shall be effected through amendments to this Agreement made in accordance with this Agreement.

- B. There shall be no increase in the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Contractor or its employees, agents or subcontractors to properly perform their obligations and functions under this Agreement.
 - C. In the event Contractor proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Contractor will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
 - D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no increase in the Payment except pursuant to an amendment to this Agreement made in accordance with this Agreement.
32. **Acceptance.** After notice from Contractor that it has performed the services required pursuant to this Agreement, the City shall issue written acceptance upon the City's confirmation that the services have been provided in accordance the terms and conditions of this Agreement. Within ten (10) days of receipt of Contractor's notice that it has performed the services, the City will notify Contractor of any discovery by the City of a non-conformance of the services with the requirements of this Agreement ("Non-conformance"), and Contractor shall have the period of time stated in the Non-Conformance notification to correct such Non-conformance, or, if no time is stated, Contractor shall have a reasonable period of time based on the severity and complexity of the Non-Conformance to correct such Non-Conformance; provided, however, that in no event shall a period exceeding ten (10) days from the date the City provides notice of Non-Conformance to Contractor be considered a reasonable period of time. The City's issuance of written acceptance shall in no way relieve Contractor of any of its obligations pursuant to this Agreement.
33. **Warranties.** In addition to any other warranties that may exist, Contractor warrants to the City that the services required to be performed by Contractor pursuant to this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services.
34. **Non-Exclusive Agreement.** This Agreement shall impose no obligation on the City to utilize the Contractor for all of the work and services of this type, which may be needed during the Term of this Agreement. This is not an exclusive agreement. The City specifically reserves the right to concurrently contract with other companies for similar work and services if it deems such action to be in the City's best interest.
35. **Contractor Personnel.** The City reserves the right to require Contractor to replace any persons performing services pursuant to this Agreement, including but not limited to Contractor's employees and any affiliates' or subcontractors' employees, whom the City judges to be incompetent, careless, unsuitable or otherwise objectionable, or whose continued use is deemed contrary to the best interests of the City.

36. **Public Records.**

- A. Contractor shall (i) keep and maintain public records (as defined in Florida's Public Records law) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records law or other applicable Laws; (iii) ensure that public records in Contractor's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in Contractor's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If Contractor transfers all public records to the City upon the expiration or earlier termination of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the expiration or earlier termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by Contractor shall be provided to the City in a format approved by the City.
- B. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**
- C. Nothing contained herein shall be construed to affect or limit Contractor's obligations including but not limited to Contractor's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

37. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system;

or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

Click here to enter text.:

By: _____

Print: _____

Title: _____

CITY OF ST. PETERSBURG, FLORIDA: ATTEST

(SEAL)

By: _____
Louis Moore, CPPO, Director
Procurement & Supply Management

City Clerk (Designee)

Provisions of Contract Approved:

Approved as to Form and Content:

By: _____
Print: _____
Project Manager

City Attorney (Designee)

(Acknowledgment of Contractor)

Under penalties of perjury, I declare that I am authorized by the Company to execute the foregoing Agreement.

By: _____

Print: _____

Appendix A
Scope of Services

PERFORMANCE AND PAYMENT BOND

Bond # _____

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal"),
(Name of Corporation, Partnership, or LLC)
located at _____, (_____) _____,
(Principal Business Address) (Phone Number)
and _____ (hereinafter called the "Surety"),
(Surety Name)
located at _____, (_____) _____,
(Surety Business Address) (Phone Number)

are held and firmly bound unto the City of St. Petersburg, Florida (hereinafter called the "City") located at One 4th Street North, St. Petersburg, FL 33701, phone: (727) 893-7220, in the penal sum of: _____, for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the ____ day of _____, 20__, entered into between the Principal and the City ("Contract") for:

Effluent Pump Station Valve Vault Repairs at Northwest Water Reclamation Facility, 7500 26th Avenue North

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects comply with the terms and conditions of the Contract (the Contract being made a part of this bond by reference), including but not limited to the guarantee and warranty requirements, all obligations contained in the Contract Documents (as defined in the Contract) and all modifications made to the Contract as therein provided, for the original term of the Contract and any extensions which may be granted by the City, with or without notice to the Surety; and (ii) promptly make payments to all persons supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided for in the Contract; and (iii) pay the City all losses, damages, liquidated damages, expenses, costs, and attorneys' fees at trial and on appeal sustained by the City due to a default by Principal under the Contract; and (iv) fulfill its obligations related to the guarantee and warranty of all work and materials furnished under the Contract pursuant to the terms and conditions specified in the Contract, then this bond shall be void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and

it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the hands and seals of the parties hereto this ____ day of _____, 20____.


SURETY:

SURETY NAME

BY: _____
(Signature of Attorney-in-Fact)

(Print or Type Name of Attorney-in-Fact)

(Florida license # of Attorney-in-Fact)



Countersignature of Florida Licensed Agent (only required if Attorney-in-Fact is not a Florida Licensed Agent)

Note: A copy of a power of attorney attested by the corporate secretary of the Surety evidencing the Attorney-in-Fact named above is currently authorized to execute this bond on behalf of the Surety must be attached to this bond.

CITY:

APPROVED AS TO FORM:

By: _____
City Attorney (Designee)

PRINCIPAL:

PRINCIPAL NAME


BY: _____
(Signature)

(Print or Type Name and Title)

Check applicable box below (check only one box):

Principal has a seal. **If checked, attest and impress Principal's seal:**

ATTEST: _____
(Signature)



BY: _____
(Signature)

(Print or Type Name)

Principal has no seal. **If checked, provide two witness signatures:**

WITNESS 1 for Principal:

BY: _____
(Signature)

(Print or Type Name)

WITNESS 2 for Principal:

BY: _____
(Signature)

(Print or Type Name)

Acknowledgment of Principal

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ of _____, a
(Name and Title of Officer) (Name of Principal)

_____ (“Entity”), on behalf of said Entity. He/She is
(Identify type of Entity and State where Registered) (Select)

personally known to me or has produced _____ as identification.
(Type of Identification)

He/She warrants that he/she is authorized by all necessary actions of the Entity in accordance
(Select) (Select)

with the governing documents of the Entity to execute the foregoing instrument.

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

**Acknowledgment of Surety,
(Where Executed by Attorney-in-Fact, as Agent)**

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____
(Name of Attorney-in-Fact)

as Attorney-in-Fact for _____,
(Name of Surety)

who is personally known to me or has produced _____
(Type of Identification)

as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,

he/she is duly authorized to execute the foregoing instrument.

(Select)

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL

**Acknowledgment of Countersigner,
(Only Required if Attorney-in-Fact is not a Florida Licensed Agent)**

(STATE OF FLORIDA)

(COUNTY OF _____)

(CITY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____
(Name of Countersigner)

as Countersignator for _____,
(Name of Surety)

who is personally known to me or has produced _____
(Type of Identification)

as identification.

By virtue of a power of attorney from said corporation, a copy of which is attached hereto,

he/she is duly authorized to execute the foregoing instrument.

(Select)

NOTARY PUBLIC:

Sign: _____

Print/Type: _____

SEAL