

**TERM CONTRACT FOR FORECLOSURE REGISTRATION AND SHORT-TERM  
VACATION RENTAL COMPLIANCE SERVICES  
(RFP-604683-23/MHH)**

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **AVENU INSIGHTS & ANALYTICS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 5860 Trinity Parkway, Suite 120, Centreville, Virginia 20120, in this Agreement referred to as “**CONTRACTOR**”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**”.

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified contractor to provide foreclosure registration and short-term vacation rental compliance services for Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, CONTRACTOR is competent and qualified to provide services to COUNTY, and desires to provide services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

**Section 1. Services.** COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement.

CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation.

**Section 2. Compensation and Payment.**

(a) COUNTY shall compensate CONTRACTOR for the professional services called for under this Agreement a fee in the amount of forty-five percent (45%) of the total amount that CONTRACTOR bills and collects. This fee structure is incorporated and attached to this Agreement as Exhibit B.

(b) COUNTY shall make payments to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, as this statute may be amended from time to time.

**Section 3. Billing and Payment.**

(a) CONTRACTOR shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) The name and address of CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by CONTRACTOR for all services performed by CONTRACTOR during that month and for which COUNTY is being billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The invoice must be sent to:

AP@SeminoleClerk.org

The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Development Services  
1101 East First Street, Suite 2021  
Sanford, FL 32771

(b) COUNTY shall make payment to CONTRACTOR after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

#### **Section 4. Audit of Records.**

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(b) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials

available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(c) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 5. Responsibility of CONTRACTOR.**

(a) CONTRACTOR is responsible for the professional quality of services provided by CONTRACTOR under this Agreement. CONTRACTOR shall correct or revise any errors or deficiencies in its services without additional compensation.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

**Section 6. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues in effect for three (3) years. At the option of the parties, this Agreement may be renewed for two (2) additional one (1) year terms.

**Section 7. Termination.**

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for

COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will

be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 8. Equal Opportunity Employment.** CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

**Section 9. No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 10. Conflict of Interest.**

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person will have any such interest at any time during the term of this Agreement.

**Section 11. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

**Section 12. Subcontractors.** CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 13. Indemnification of COUNTY.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

**Section 14. Insurance.**

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section



within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for

liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	\$2,000,000.00
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Products and Completed Operations	\$2,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard

Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit <u>(Any Auto or Owned, Hired And Non-Owned Autos)</u>	\$1,000,000.00
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(D) Cyber Liability/Technology Errors and Omissions:

Per Occurrence or Claim	\$1,000,000.00
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(E) Crime and Employee Dishonesty Liability:

Per Occurrence	\$50,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

#### **Section 15. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 16. Representatives of COUNTY and CONTRACTOR.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

**Section 17. All Prior Agreements Superseded.** This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

**Section 18. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 19. Independent Contractor.** Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

**Section 20. Employee Status.** Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

**Section 21. Services Not Provided For.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

**Section 22. Public Records Law.**

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all

requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion 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 the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.



(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

**(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**Section 23. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 24. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

**Section 25. Patents and Royalties.** Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 26. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

**For COUNTY:**

Seminole County Development Services  
1101 East First Street, Suite 2021  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONTRACTOR:**

Avenu Insights & Analytics, LLC  
5860 Trinity Parkway, Suite 120  
Centreville, VA 20120

**Section 27. Rights At Law Retained.** The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

**Section 28. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 29. E-Verify System Registration.**

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit C, to COUNTY.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

AVENU INSIGHTS & ANALYTICS, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

CARL KUMPF,  
Authorized Representative

Date: \_\_\_\_\_

*[Balance of this page left intentionally blank; signatures continued on following page.]*

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
TAMMY ROBERTS,  
Procurement Administrator

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
20\_\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Structure

Exhibit C – Affidavit of E-Verify Requirements Compliance

GLK  
3/12/24  
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## Scope of Services

### Short Term Vacation Rentals

Monitoring and enforcement includes but is not limited to:

- A. Address identification of vacation rental facilities in unincorporated Seminole County using various software programs and analytical data.
- B. Provide education services and customer support services for reporting requirements to vacation rental facility responsible parties and operators of Seminole County. Please specify the method of providing this service and the frequency for this service.
- C. Rental activity monitoring and outreach to short-term operators to advise them of the County's regulations and registration requirement.
- D. Registration services on an online portal for vacation rentals in accordance with Seminole County Land Development Code. The online portal shall comply with current ADA requirements and proposed WCAG 2.1AA guidelines. Portal shall only be available via https.
- E. Tax Collection support through enforcement of County Ordinance for taxes that are paid to the Tax Collectors office.
- F. Effective communication via emails with Seminole County regarding concerns or issues related to vacation rentals.
- G. Ability to establish, monitor and respond to a concerned neighbor hotline on-call 24/7 for short term vacation rentals.
- H. Ability to coordinate with the Sheriff's Office and Code Enforcement regarding any issues resulting from a short-term vacation rental.
- I. Monthly reporting (or as needed) of key analytical information including number of vacation rentals, their addresses, Owner Identification, etc. to Seminole County.
- J. The Firm may collect all registration fees as directed by Section 20.10 of the County Administrative Code (copy attached), as well as the potential revenues to the County for the Affordable Housing Trust Fund; or the fees may be collected directly by Seminole County.
- K. The Firm shall build and maintain an electronic database or searchable vacation rental property records. The database will be available online to County staff via an online portal during normal business hours. The database will be treated as a

Public Record and the Firm will make any and all Public Records requests for this data available in a timely fashion.

1. Data shall be encrypted at rest.
2. All information, data, publications, and media created specifically for or paid for by the COUNTY is the property of the COUNTY. If the vendor, for example, were to go out of business at any point, the County would be entitled to the data in a mutually agreeable, industry standard format.

Note: Funding for this project is contingent upon BCC approval for FY 23/24.

### Vacant Foreclosure Registry

- A. The Firm shall provide an online portal for registration of properties and administration of records related to properties in foreclosure within Seminole County.
- B. The Firm shall provide inspection and verification of property status to determine if a property is in violation of County Ordinance relating to the registration of real property in foreclosure.
- C. The Firm shall build and maintain an electronic database of searchable property records for properties falling under the ordinance definition of properties in foreclosure. The database will be available online to County staff via an online portal during normal business hours. The database will be treated as a Public Record and the Firm will make all Public Records requests for this data available in a timely fashion. The Firm will provide the County with free access to and training to County staff of the electronic database.
  1. The online portal shall comply with current ADA requirements and proposed WCAG 2.1AA guidelines.
  2. Portal shall only be available via https.
  3. Data shall be encrypted at rest.
  4. All information, data, publications, and media created specifically for or paid for by the COUNTY is the property of the COUNTY. If the vendor, for example, were to go out of business at any point, the County would be entitled to the data in a mutually agreeable, industry standard format.

- D. The Firm shall develop a Registration Form to create individual property records that captures, at a minimum, the following information:
1. Case Number.
  2. Property Address; lot #; etc.
  3. Property Manager: Name, contact, address, telephone #, Fax #, e- mail address.
  4. Mortgagee: Name, contact, address, telephone #, fax #, e-mail address.
  5. Property Management Company: Name, contact, address, telephone #, fax #, e-mail address.
  6. Owner of Record: Name, contact, address, telephone #, fax #, e- mail address.
  7. Mailing address may not be a Post Office Box.
- E. The Firm shall track and report changes of information and all changes in status, updating said information, at a minimum, monthly.
- F. The Firm shall be responsible for communicating the details and requirements of Ordinance to the Real Estate, Banking and Licensing Communities.
- G. The Firm shall release bi-weekly letters of notification to properties that come under the requirements of the Ordinance and will identify those properties in violation of Ordinance.
- H. The Firm, through research and information gathering, will be responsible for identifying the names of mortgagees, agents, and owners of properties in violation of Ordinance and will work closely with County staff in the areas of registration, fee collection and enforcement.
- I. The Firm may collect all registration fees as directed by Chapter 95, Part 1, Article III of the Seminole County Code (Ordinance) and transfer such fees monthly with matching and substantiating property records to the County in a format acceptable to the County; or the fees may be collected directly by Seminole County.
- J. All services shall be performed in accordance with established professional standards for such services.



- K. Services will be performed on an as needed basis and property locations will be located County wide. The Firm shall be able to provide all equipment, personnel, and supervision to perform the requested services.
- L. The Firm must comply with all applicable local, county, state, and federal laws and ordinances, real estate law and banking industry standards related to the work.
- M. The Firm's responsibilities may include attending meetings on behalf of the County, and other necessary work or services identified to complete the work.
- N. The Firm may be required to work as part of a team and participate closely with other professionals and County staff as required.
- O. The Firm shall hold all state, federal and county licenses required to perform the services.

Note: Funding for this project is contingent upon BCC approval for FY 23/24.

The costs reflected herein are inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the complete performance of the services outlined herein. There will be no other costs to the County other than the compensation stated herein for the services provided. Other pricing proposals will be considered.

Line Item	Description	Unit of Measure	Percentage
1	Percent Retainage of Each Registration Fee Collected (Short-Term Vacation Rental Compliance)	Percent	45%
2	Percent Retainage of Each Registration Fee Collected (Foreclosure Registration)	Percent	45%

#### FEE SCHEDULE - PART 2

The costs reflected herein are inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the complete performance of the services outlined herein. There will be no other costs to the County other than the compensation stated herein for the services provided. Other pricing proposals will be considered.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Maximum Dollar Amount Per Registration Collected as Compensation for Services (Foreclosure Registration)	1	Each	\$113.00	\$113.00
2	Maximum Dollar Amount Per Registration Collected as Compensation for Services (Short-Term Vacation Rental Compliance)	1	Each	\$113.00	\$113.00
<b>TOTAL</b>					<b>\$226.00</b>


Agreement Name: Foreclosure Registration and Short-Term Vacation Rental Compliance Services

Agreement Number: RFP-604683-23/MHH

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

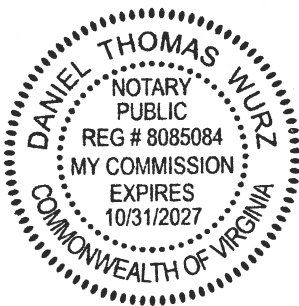
1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP-604683-23/MHH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 29th day of February, 2024.

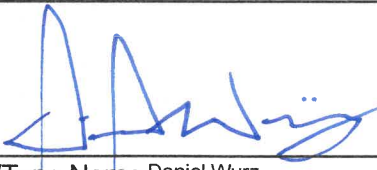
Avenu Insights & Analytics, LLC  
 Consultant Name  
 By:   
 Print/Type Name: James Barkman  
 Title: Chief Financial Officer

STATE OF Virginia

COUNTY OF Fairfax

Sworn to (or affirmed) and subscribed before me by means of  physical presence OR  online notarization, this 29th day of February, 2024, by Daniel Wurz (Full Name of Affiant).



  
 Print/Type Name Daniel Wurz  
 Notary Public in and for the County  
 and State Aforementioned  
 My commission expires: 10/31/27