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- I. Purpose To provide guidance in selecting and utilizing the proper forms of agreement for contracts.
- II. Scope The guidelines apply to all County forms of agreement from the Solicitation, Offer and Award Forms, County Attorney provided forms of agreement (Operations Manual for Uniform Contract Volume II Standard Contract Documents) and contractor forms of agreement.
- III. Responsibility
- A. COUNTY FORMS OF AGREEMENT
Any County Attorney provided form of agreement shall rule over the Solicitation, Offer and Award Forms of agreement.
- In solicitations where the attorney's standard forms or formal agreements, other than the Solicitation, Offer and Award Forms are anticipated for signatures as a resulting contract, it will not be necessary to have the Solicitation, Offer and Award Forms countersigned after award. All other awards require countersignatures on Solicitation, Offer and Award Forms.
- B. CONTRACTOR FORMS OF AGREEMENT
1. The Purchasing Agent shall have all contractor forms of agreement reviewed by the County Attorneys Office to assure their legality within the realm of Florida statutes, County ordinances, and sovereign immunity, etc.
- Once a particular reoccurring form of agreement has been reviewed by legal, subsequent use of those agreements do not need to be re-reviewed by the Attorneys Office, but rather can be processed as per previous attorney reviewed agreement.
2. After the contractor form of agreement has been reviewed by the Attorneys Office on a case by case basis or a re-occurring previously reviewed basis the following guidelines shall apply:
- a. Stamp all vendor's standard forms of agreement, less than \$50,000.00, **"Notwithstanding anything above, the parties understand and agree that the County cannot by contract agree to violate the laws of the State of Florida. Any term or condition of the Agreement shall be subject to the provisions of Chapter 119, Florida Statutes, the Public Records Law, Section 768.28, Florida Statutes, relating to sovereign immunity, and any other relevant portions of the Florida Statutes. Therefore, any such term or condition in conflict with such statutes shall be null and void to that extent."**



- b. Submit to the Purchasing Manager for his review and signature.
- c. Vendors standard forms of agreement \$50,000.00 or greater will be submitted to the Purchasing Manager for a case by case review, then forwarded to the County Administrator for execution.

C. EXECUTION OF DOCUMENTS

1. Documents submitted to the Board:

Agreements, contracts, addendums, etc., should be fully executed by outside vendors/contractors prior to submittal to the BCC, with the final step being execution by the Chair and there will be exceptions to this guideline when State agencies or other entities who follow this same procedure are involved.

2. Documents submitted to the Administrator:

Agreements, contracts, addendums, assignments, etc., should be fully executed by outside vendors/contractors prior to submittal to the County Administrator, with the final step being executed by the County Administrator, and attest by the Clerk of the Circuit Court/Deputy Clerk as applicable.