

## **EXHIBIT II: SCOPE OF WORK**

### **DOWNTOWN ENTERTAINMENT IN THE VILLAGES: Lake Sumter Landing and Brownwood**

#### **BACKGROUND**

While there are a broad range of Villages activities drawing visitors to Sumter County, the nightly entertainment on the square in downtown Sumter Landing clearly is important to maintain in its current tradition. Last year, approximately 833,470 attendees enjoyed music, dancing, food, drink, and various other activities in and around Lake Sumter Landing's entertainment square. Entertainment is offered 365 nights a year. With the opening of a second Sumter County "downtown" – Brownwood, the number of tourists coming to these events will continue to grow. The rustic architectural theme of downtown Brownwood lends itself to hosting of a grower's market, which has already been established, and the promotion of agritourism..

While some of the attendees at the nightly entertainment are local residents, many are visitors to Sumter County seeking to sample "The Villages Lifestyle." The Villages reports that approximately 10,000 visitors stayed an average of five nights in The Villages last year as part of just one program – The Villages "Lifestyle Preview Plan." The tourism tax receipts from those visits alone is evidence of the effectiveness of the nightly entertainment and other Villages programs in attracting people to visit Sumter County.

As The Villages is now home to almost 90,000 people originating from all 50 states plus a number of other nations, it is safe to conclude that the nightly entertainment – a core component of "The Villages Lifestyle" – has attracted and will continue to attract many visitors to our area.

#### **OVERVIEW**

The Sumter County Board of County Commissioners (BOCC) has made a commitment to continuing the promotion of downtown entertainment in the Squares located within county borders; specifically, Lake-Sumter Landing off of CR 466 and paralleled by Morse and Buena Vista Boulevards and Brownwood on SR 44 between Buena Vista Boulevard and Powell Road. This project addresses the first priority of expenditure identified in the approved *2011 Sumter County Tourism Plan*, which states the following on page 11: "Our first priority of expenditure is to market and communicate Sumter County's existing facilities and events..." Tourist Development Tax (TDT) in the amount of \$60,000 will be used to partner with The Villages via professional services agreement to continue to host entertainment in the two downtown squares located in Sumter County. The BOCC will provide contract management services as an in-kind match of \$10,000 and The Villages will provide a \$50,000 cash match.

The purpose of the project is to promote and continue a known tourism event series in Lake Sumter Landing and ensure nightly entertainment in Brownwood. This public/private partnership will further enhance the rich rewards the community attains in TDT dollars attributed to overnight visitors in The Villages. Since the proposed project is collaborative venture, the

BOCC will contract with The Villages due to the lengthy and extensive experience with the performance of this work.

The rationale for the County's partnership with The Villages is a result of its time-tested marketing strategy for promoting a lifestyle that includes free nightly entertainment in the downtown squares. Over 800 thousand people availed themselves of this free activity at Lake Sumter Landing last year. With the opening of Brownwood, participation is expected to swell to well over a million. Local, regional, national, and international visitors come to The Villages and enjoy the nightly entertainment, support local retail business and the service industry. The importance of The Villages successful marketing of the "lifestyle," is essential to the economic engine of Sumter County.

The Villages is a major tourist destination and a gateway to other attractions and venues countywide. The Villages is a good partner with the County and this partnership continues to flourish. The Villages involvement in countywide tourism is a winning proposition for other local attractions. The promotion of agritourism in downtown Brownwood is a recent example.

### **PROJECT OBJECTIVES**

As stated in the "Overview," this application supports the approved *2011 Sumter County Tourism Plan* (page 11) to invest in existing facilities and event as a first priority. The objectives of the proposed project focus on continuation of nightly entertainment in The Villages squares of Lake Sumter Landing and Brownwood:

- To continue successful formula of nightly entertainment in The Villages two downtown squares located in Sumter County.
- To further build a collaborative relationship with The Villages to enhance countywide tourism.

### **DELIVERABLES**

- Selection, management, and payment of entertainers in the two downtown squares located in Sumter County, 5-9 PM nightly, during the term of the agreement.
- Advertising of entertainment under this agreement must meet the guidelines as set forth at <http://www.sumtercountyfl.gov/DocumentView.aspx?DID=1844> on page 7 and continue throughout the term of the contract.
- Invoices must include a schedule of entertainment at the two squares, copies of print ads/brochures/flyers/etc., sites where Internet publicity is placed, and location any other advertising.
- Maintenance of statistics meeting the requirements of status reports noted below under "Reporting."

### **TERM OF AGREEMENT**

January 22, 2013 – September 30, 2013

### **REPORTING**

Reports must meet the requirements as set forth in the Sumter County Tourism Development Council,

Tourism Grant Guidelines, found at <http://www.sumtercountyfl.gov/DocumentView.aspx?DID=1844> on page 14. Reports and invoices are delivered to the Community Services Director at The Villages-Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785. Invoices may be submitted monthly or no less than quarterly during the term of the agreement.

### **BUDGET**

Tourist Development Tax (TDT) in an amount not to exceed \$60,000 has been allocated for The Villages via independent contractor agreement to continue hosting entertainment in the two downtown squares – Lake Sumter Landing and Brownwood - located in Sumter County. The BOCC will provide contract management services for the duration of the agreement and The Villages will provide a \$50,000 cash match.

## STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI will be required. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

**Financial Rating of Insurance Companies** All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442. If F.S. 627.442 applies, the contractor shall provide written confirmation from the insurance company that they are self-insured.

**Commercial General Liability** The Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain **\$1,000,000** Each Occurrence and **\$1,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

**Business Automobile Liability** The Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (**NOTE: Elective exemptions or coverage through an employee leasing arrangement will be evaluated on a case by case basis**).

**Umbrella or Excess Liability (needed for large contracts as determined by Financial Services)** The Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

**Professional or E & O Liability (when applicable)** The Contractor shall maintain a Professional Liability or E & O policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the County as an "Additional Insured" on the Professional and/or E & O Liability.

**Additional Insured** The Contractor shall endorse the County as an Additional Insured on the

Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

**Indemnification** The Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Contractor.

**Builder's Risk (when applicable)** The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

**Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

**Waiver of Subrogation** The Contractor shall provide a Waiver of Subrogation in favor of the County, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

**Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise

any insurance requirement, not limited to limits, coverage's and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Contractor written notice of such revision or rejections.

**No Representation of Coverage Adequacy** The coverage's, limits or endorsements required herein protect the primary interests of the County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

**Certificate(s) of Insurance** The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The County shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Contractor agrees the County reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the County.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured - Owners, Lessees, or Contractors, or CG 2026 Additional Insured - Owners, Lessees, or Contractors - Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners  
Attention: Financial Services Department  
7375 Powell Rd, Suite 206  
Wildwood, FL 34785

# **Contractor Insurance Requirements Summary**

**Financial Rating of Insurance Companies** All insurance companies must have financial rating of **A-** or higher by A.M. Best with the exception of self-insured insurance companies, pursuant to F.S. 627.442.

**General Liability**

\$1,000,000 per occurrence/\$2,000,000 Aggregate

**Business Auto Liability**

\$1,000,000 per occurrence

**Workers' Compensation**

According to Florida Statutes Chapter 440

**Umbrella or Excess Liability**

Needed for certain large contracts as determined by Financial Services  
\$2,000,000 per occurrence/\$2,000,000 Aggregate.

**Professional or E & O Liability (when applicable)**

Needed for professional service projects as determined by Financial Services.  
\$2,000,000 Per Occurrence/\$2,000,000 Aggregate.

**Builders Risk**

Needed for construction projects as determined by Financial Services.

**Waiver of Subrogation**

The Contractor shall provide the County with a waiver of subrogation for each required policy.

**Additional Insured Endorsement**

The Contractor shall name the **Sumter County Board of County Commissioners** as additional insured on the general liability policy.

**Certificate of Insurance**

Contractor shall provide the County with a Certificate of Insurance at the beginning of the contract period. The County should be notified by the insurer within 30 days of cancellation of any required insurance. Certificate of Insurance should be delivered to the following address:

Sumter County Board of County Commissioners  
Attention: Financial Services Department  
7375 Powell Rd, Suite 206  
Wildwood, FL 34785

For specific details on the information listed above, please see the Standard Insurance Requirements document or contact Financial Services by phone 352-689-4435 or fax 352-689-4436.

**Updated 4/17/12**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Complete Producers Name Address  City ST XXXXX-XXXX	CONTACT NAME: Contact Name	
	PHONE (A/C, No, Ext): XXX-XXX-XXXX FAX (A/C, No): XXX-XXX-XXXX	
INSURED Full Name and Address	E-MAIL ADDRESS: XXXXXXXXXXXXX	
	PRODUCER CUSTOMER ID #: XXXXXXXX	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: A Rated Carrier	include
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: Sample Certificate REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Program / Contract Consultants are required to maintain General Aggregate coverage of \$1,000,000  Deductible of Retention may not exceed \$25,000			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Deductible of Retention may not exceed \$25,000			EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Professional Insurance</b> <b>Errors &amp; Omissions</b>		If Applicable			Policy Limit \$2,000,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Additional insured on the General Liability CG2010 Additional insured - Owner, Lessees or Contractor or CG2026 Additional insured - Owner, Lessees or contractor - Scheduled Person or organization endorsement or similar endorsement providing equal or broader additional insured coverage. Additional insured on Auto, Umbrella or Excess Liability must Follow Form. Waiver of Subrogation including Workers Compensation SEE INSURANCE REQUIREMENT SHEET ATTACHED

**CERTIFICATE HOLDER**

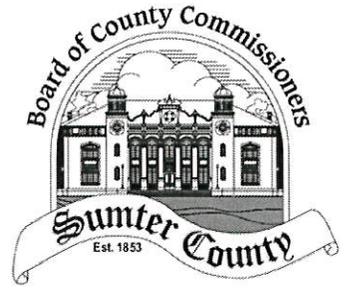
(352) 689-4436

Sumter County Board of County Commissioners  
 Attention: Financial Services  
 7375 Powell Road, Suite 206  
 Wildwood, FL 34785

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## Exhibit IV

# HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance (Exhibit III) shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

**The Villages of Lake-Sumter, Inc./  
Barbara Vesco**

**Contractor/Vendor-Print Name**

**Signature**

**Downtown Entertainment in  
The Villages  
Project Name**

**Date**

**The effective dates of this Hold Harmless Agreement shall be for the current FY.**