

INDEPENDENT CONTRACTOR AGREEMENT GROUNDS MAINTENANCE

THIS AGREEMENT is made this 18th day of February, 2008, between SUMTER COUNTY, FLORIDA, 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and Circle C Landscape Services P.O. Box 1008, Webster, FL 33597 (Contractor).

WHEREAS, the board has advertised for bids and upon reviewing the bids has determined award of the contract to Contractor, and

WHEREAS, the Contractor is in the Grounds Maintenance business and is capable of providing all services as called for in the bid specifications, and

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Contractor to provide Grounds Maintenance services to the Sumter County Villages Government Complex and Villages Public Library pursuant to the bid specifications, as attached hereto (the "Contract").
2. County shall pay to the Contractor a monthly rate of \$ 1,538.00 as set forth in the bid.
3. This Contract shall be for a term commencing February 18, 2008 and ending February 17, 2009, with provision for two 12 month extensions upon approval. Either party may cancel the contract upon 30 days written notice.
4. Contractor shall be paid on a monthly basis upon submission of statements to the County and all payments are due and payable pursuant to the provisions of Chapter 218 Florida Statutes.
5. All Services provided by Contractor shall be performed in a good and workmanlike fashion in compliance with industry standards.
6. The Contractor shall maintain with the County proper licensing. The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. 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 obligation assumed by the Contractor under this contract.

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. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Board Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Certificate(s) of Insurance – The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, 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 agree 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.

Board of Sumter County Commissioners
Risk Management Department
Attn: Tera Townsend
910 N. Main Street Ste. 217
Bushnell, FL 33513

7. **Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Contractor to be only in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Sumter County, Florida. Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.

General. The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence of this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

Severability. Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision

or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

Attorneys' Fees. If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

8. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its rights hereunder. The venue for the enforcement, construction or interpretation of this Contract shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and / or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Contract or it's duties, obligations, or responsibilities or rights hereunder.
9. Contractor does hereby specifically promise and agree to "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the services to be provided hereunder.
10. Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.
11. The Contract shall be binding upon the parties hereto, their successors and assigns, and time is of the essence of this Contract.
12. The Contract agreement shall not be assigned by Contractor without the express written consent of the Board of County Commissioners of Sumter County.

13. This Contract was executed the day and year first above written.



[Signature]
Deputy Clerk

[Signature]
Richard Hoffman, Chairman

[Signature]
Witness:

Circle C Landscape Services
[Signature] President
By: