



**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54218

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**BUSHNELL, FLORIDA 33513-9402**

**TO**

September 19, 2011

Baker & Taylor  
P.O. Box 277930  
Atlanta, GA 30384-7930

DATE \_\_\_\_\_

DEPT. Library Services

BY Barbara Shifflet

[Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-469-571-6600		1	Books, Library Material FY 11/12  Baker & Taylor - Blanket Purchase Order to purchase books and library materials for county libraries on State Contract #715-001-07-1	97,000.00	97,000.00
				<del>97,000.00</del>	97,000.00
				<b>TOTAL</b>	

TERMS:

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

**DISTRIBUTION:**

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54219

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**TO**

**BUSHNELL, FLORIDA 33513-9402**

September 19, 2011

Midwest Tape  
P.O. Box 820  
Holland, OH 43528

DATE \_\_\_\_\_  
DEPT. Library Services  
BY Barbara Skiff  
A. H. [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-469-571-6600		1	Books, Library Material FY 11/12 Midwest Tape - Blanket Purchase Order to purchase books and on tape, DVDs, and CDs for county libraries on State Contract #715-001-07-1	80,000.00	80,000.00
				<b>TOTAL</b>	80,000.00

TERMS:

**BOARD OF SUMTER COUNTY COMMISSIONERS**

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AUTHORIZED BY: \_\_\_\_\_

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**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54266

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**TO**

**BUSHNELL, FLORIDA 33513-9402**

Hub City Ford  
4060 South Ferdon Blvd.  
Crestview, FL 32536

*FY/ 11/12*

DATE September 21, 2011  
DEPT. Emergency Management  
~~Fire Services~~  
BY [Signature]

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			2012 Ford Expedition Spec #19	25,890.00	25,890.00
			Privacy Glass	390.00	390.00
			Console	590.00	590.00
			Running Boards	435.00	435.00
			Daytime Running Lights	45.00	45.00
			Heavy Duty Trailer Tow Package	562.00	562.00
			Back-up Alarm <i>For</i>	140.00	140.00
			Computer Stand and Laptop	890.00	890.00
			VHF Mobile Radio	1,325.00	1,325.00
			800 MHZ Mobile Radio	1,325.00	1,325.00
			Rear Command Cabinet	3,695.00	3,695.00
			Striping & Lettering	650.00	650.00
			2 Tone Paint (White over Red)	1,895.00	1,895.00
			Premium Unmark Package	6,986.00	6,986.00
			Florida Association of Counties Purchasing Contract# 10-18-0907		
			<b>TERMS:</b>		
				<b>TOTAL</b>	<b>44,818.00</b>

*001-150-525-6400*

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

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COPY

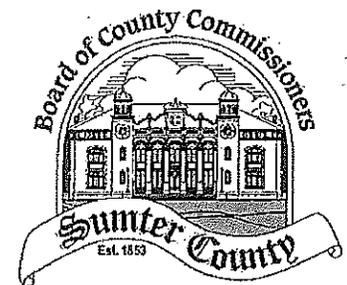


Exhibit G

BUDGET TRANSFER FORM

Fiscal Year: 2011-2012 Number: F2 Fund: General

Department: Emergency Management

Table with 6 columns: Fund, Account Number, Account Description, Approved Budget, Transfer Amount, New Available Budget. Rows show transfers between various account numbers for Machine & Equipment, Printing & Binding, and Other Services.

Brief Justification for Budget Adjustment
Reallocation of funds to purchase a 2012 Ford Expedition.

Routing For Approval

Department Head, Division Head, Financial Services Department, County Administrator. Includes handwritten signatures and dates (9-21-11).

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54361  
X

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**TO**

**BUSHNELL, FLORIDA 33513-9402**

September 8, 2011

AD Morgan Corporation  
716 N Renellie Dr  
Tampa FL 33609

DATE \_\_\_\_\_

DEPT. Facilities Development

BY *[Signature]*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
307-290-523-6507			PO# 54361 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513  Paint Corrective Action - Amendment 4 to contract for Jail Expansion Project  Based on Contingency Change Request #232 dated 8.12.2011 Board Approved Amendment 4 on 8.23.2011 Original purchase order 53636 for the Jail Expansion Project is closed. This purchase order will encumber the funds needed for the Paint Corrective Action.	57,995.00	57,995.00
<b>TERMS:</b>				<b>TOTAL</b>	57,995.00

**BOARD OF SUMTER COUNTY COMMISSIONERS**

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SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  
CONTINGENCY CHANGE REQUEST

DATE of REQUEST: August 12, 2011  CCR NUMBER: #232

PROJECT: Sumter County Jail Expansion

DESCRIPTION OF WORK: Remediate Exterior walls (Cracks and Paint) in accordance with approved AD Morgan remediation plan (see attached) and Architectural Studios plan documents dated August 8, 2011. AD Morgan to furnish Sumter County 5 year manufactures warranty and 1 year Subcontractor workmanship warranty.

Attached please find the documentation supporting the above referenced work for your review and approval.

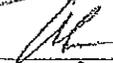
The cost of the above, described work is: A. D. Morgan Corporation \$57,995.00  
TOTAL \$57,995.00 (paid upon completion)

We are requesting a time extension of 0 calendar days to be added to the contract for this work.

We have reviewed this proposal and hereby certify the price and time requested above is fair and complete compensation for the work required.

- The above work is requested to be funded from PROJECT CONTINGENCY to maintain or accelerate schedule.
- The above work is requested to be funded from OWNER'S CONTINGENCY to maintain or accelerate schedule.
- The above work is requested by the OWNER and will be funded from PROJECT CONTINGENCY.

A. D. Morgan Corporation  
225 E. Anderson Ave.  
Bushnell, FL 33513

Signed:   
Tim Wise, Project Manager  
Date: 8/12/11

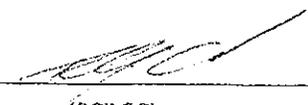
The above has been reviewed and is approved by:  
STROLLO Architects  
731 Franklin Lane  
Orlando, FL 32801

Signed: N/A  
J. Pat Strollo, Architect  
Date: \_\_\_\_\_

B5A

The above request to use Contingency is:

- APPROVED
- NOT APPROVED

Signed:   
(SCBCC)  
Date: 8-15-11

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54606

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

BUSHNELL, FLORIDA 33513-9402

TO

Florida Department of Environmental Protection  
3900 Commonwealth Blvd. Mail Station # 585  
Tallahassee, FL 32339-3000

DATE 9/21/11  
DEPT. Parks  
BY [Signature]  
FY 11/12

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-481-572-4900	<u>9</u>	1	Reimbursement - Cherry Lake Park FY 11/12 - Reimbursement due to the closing of Cherry Lake Park (from the FRDAP Grant) <u>F50297</u>	\$60,000.00	\$60,000.00
<b>TERMS:</b>				<b>TOTAL</b>	<b>\$60,000.00</b>

**BOARD OF SUMTER COUNTY COMMISSIONERS**

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Jeb Bush  
Governor

# Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

*Lita*  
*JSC*

Colleen M. Castille  
Secretary

September 2, 2004

Mr. James Sparks  
Director of Community Services  
Sumter County  
229 East Anderson Avenue  
Bushnell, Florida 33513

Re: Cherry Lake Park  
FRDAP Project No. F50297

**RECEIVED**

SEP 13 2004

**S.C. C.S.D.**

Dear Mr. Sparks:

Attached is your fully executed project agreement. Please return this copy to its place in the file folder we previously sent to you. This will help you comply with the administrative requirements of this grant.

We also would like to remind you of the following:

1. Construction or acquisition can not begin until all commencement documentation has been received and approved by this office as identified in the original letter.
2. For development projects, the Department shall retain not less than 10% of the grant award until the Grantee completes the project and staff completes an on-site inspection.
3. Quarterly status reports are required (due dates: January 5, May 5, and September 5). Please summarize work accomplished and any problems encountered.
4. The project should be completed by the completion date set forth in the grant agreement and all reimbursement requests and closeout documents must be submitted within thirty days after completion. Please be aware that local governments need to complete projects within the three-year timeframe, otherwise the grant funds may not be available.

"More Protection, Less Process"

Printed on recycled paper.

*P.O. Pertains to #32*

R → 324 East Seminole Ave  
Bushnell, FL 33513

ExN  
Rec 53.00  
TF 39.00  
Doc  
Int  
CC 12.00

NOTICE OF LIMITATION OF USE/  
SITE DEDICATION

RECEIVED  
FEB 14 2006  
SC P&R

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-177

This Notice of Limitation of Use/Site Dedication gives notice that the Real Property identified in the project agreement and the boundary map, attached hereto as Exhibits "A" and "B," respectively (the "Property"), has been acquired by or developed with financial assistance provided by the Florida Legislature, through the Department of Environmental Protection, under the grant program called the Florida Recreation Development Assistance Program (FRDAP). In accordance with section 375.075, F.S., and chapter 62D-5, F.A.C., the Property is hereby dedicated to the public in perpetuity as an outdoor recreation area for the use and benefit of the general public. The Property is subject to all applicable terms of the statute and rule cited herein.

DEDICATOR

Joey A Chandler  
Original Signature  
Joey A. Chandler  
Printed name  
Chairman  
Title

Connie Webb  
Witness  
Printed Name: Connie Webb  
Cheryl Holcomb  
Witness  
Printed Name: Cheryl Holcomb

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 1 31st day of January, 2006 by Joey A. Chandler, who is personally known to me or who produced \_\_\_\_\_ as identification.

Stamp:

Amanda Taylor  
Notary Public, State of Florida

FPS-A038  
Revised (05/05)

AMANDA TAYLOR  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD317309  
EXPIRES 7/28/2006  
SCHEDULED THRU 1-888-NOTARY1

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

DEP Agreement No. F5297  
CSFA Number: 37.017  
CSFA Title: FRDAP

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)  
PROJECT AGREEMENT (SFY 2004-05) – Development

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-178

This Agreement is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and Sumter County, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, effective July 5, 2001, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall have application to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Cherry Lake Park (Florida Recreation Development Assistance Program, FRDAP Project Number F50297), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034.
3. All forms hereinafter referenced may be found at [www.dep.state.fl.us/parks/bdrs](http://www.dep.state.fl.us/parks/bdrs). Further, the GRANTEE will also receive all applicable forms for administration of project with GRANTEE's copy of fully executed PROJECT AGREEMENT.

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-179

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS which may be modified by the DEPARTMENT if GRANTEE shows good cause: picnic facility, bike trail, soccer/multi-purpose field, volleyball court, horseshoe pit, renovation of exercise/fitness trail and other related support facilities.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$50,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$50,000.00</u>	<u>100 %</u>
GRANTEE Match:	<u>\$ N/A</u>	<u>0 %</u>
Type of Match:	<u>N/A</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(6)(g), the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the Department will periodically request proof of a transaction (such as invoice, payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State and guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE and incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. All purchases of goods and services for accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's adopted procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines accounting for FRDAP funds disbursed under the

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-180

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the parties that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11.
  - A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
  - B. The GRANTEE understands that the funds supporting this Agreement are subject to certification forward approval by the Governor's Office on June 30<sup>th</sup> each year. The GRANTEE understands and agrees that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT as set forth in s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-181

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development and approve the request for payment.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to commencement of project construction and shall certify that it has done so to the DEPARTMENT by completing the Project Permit Certification, FPS-A035, referenced in s. 62D-5.058(7)(c) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before August 31, 2007 (hereinafter referred to as the PROJECT completion date). The GRANTEE may request up to two (2) one-year extensions from the DEPARTMENT for good cause by submitting a written request to the DEPARTMENT. Such request must be made prior to the PROJECT completion date. However, the GRANTEE understands that if the Governor's Office does not approve the DEPARTMENT's request to certify the funds forward on June 30<sup>th</sup> of each year, the GRANTEE will not be eligible for reimbursement after the reversion of said funds.
17. Project completion means the project is open and available for use by the public. Project must be completed prior to release of final reimbursement.
18. The GRANTEE shall retain all records supporting PROJECT costs for five (5) years after the fiscal year in which the final PROJECT payment was released by the DEPARTMENT or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the five-year retention period. The DEPARTMENT, State Auditor General, State Chief Financial Officer and other agencies or entities with jurisdiction shall have the right to inspect and audit the GRANTEE's records for said PROJECT during the PROJECT and within the five-year retention period.
19. In addition to the provisions contained in the paragraph above, the GRANTEE shall comply with the applicable provisions contained in Attachment 1. A revised copy of Attachment 1, Exhibit-1, must be provided to the GRANTEE with each amendment which authorizes a funding increase or decrease. The revised Exhibit-1 shall summarize the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. If the GRANTEE fails to receive a revised copy of Attachment 1, Exhibit-1, the GRANTEE shall notify the Department's FRDAP Grants Administrator at (850) 245-2501 to request a copy of the updated information.
20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's non-compliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-182

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of any reimbursement due the DEPARTMENT.

21. The GRANTEE, as an independent contractor and not an agent, representative, or employee of the DEPARTMENT, agrees to carry adequate liability and other appropriate forms of insurance. The DEPARTMENT shall have no liability except as specifically provided in this PROJECT AGREEMENT.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.
23. The purchase of non-expendable equipment is not authorized under the terms of this Agreement.
24. The DEPARTMENT's Grant Manager for the purpose of this PROJECT AGREEMENT shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 25, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every one hundred twenty (120) days summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
25. Any and all notices required by this PROJECT AGREEMENT shall be delivered to the parties at the following addresses:

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-183

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

GRANTEE's Grant Manager

DEPARTMENT's Grant Manager

Mr. James Sparks  
Director of Community Services  
229 East Anderson Avenue  
Bushnell, Florida 33513

Rita Ventry  
Florida Department of Environmental  
Protection  
3900 Commonwealth Blvd., MS585  
Tallahassee, Florida 32399-3000

- 26. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
- 27. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
- 28. This Agreement may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- 29. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to demand a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for non-compliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required until refund and interest is paid to the DEPARTMENT.
- 30. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
- 31. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-184

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

32. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 62D-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the GRANTEE. Such PROJECT shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.
33. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in cancellation of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in cancellation of the PROJECT AGREEMENT and may result in the imposition of the terms in Paragraph 29.
34. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the Rule shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
35. If the DEPARTMENT determines that site control is not sufficient under the RULE, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall cancel this PROJECT AGREEMENT.
36. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
37.
  - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

38. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
39. The employment of unauthorized aliens by any Grantee is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts issued as a result of this Agreement.
40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.

02/03/2006 #2006-4307  
08:46:57AM B-1522 P-186

SUMTER COUNTY, FLORIDA  
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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Exhibit G

BUDGET TRANSFER FORM

COPY



Fiscal Year: 2011-2012 Number: T-1 Fund: General

Department: Parks

Fund	Account Number	Account Description	Approved Budget	Transfer Amount	New Available Budget
FROM	001-481-572-4600	Repair and Maintenance	49,180.00	(8,500.00)	40,680.00
TO	001-481-572-4900	Other Current Charges	51,500.00	8,500.00	60,000.00
FROM					
TO					
FROM					
TO					
FROM					
TO					

**Brief Justification for Budget Adjustment**  
 Reallocation of funds for reimbursement charges for closing of Cherry Lake Park from the FRDAP Grant.

Routing For Approval

[Signature]

Department Head

9-21-11 Date

Division Head

\_\_\_\_\_ Date

[Signature]

Financial Services Department

9-21-11 Date

County Administrator

9-21-11 Date

**PURCHASE ORDER**

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

**BOARD OF SUMTER COUNTY COMMISSIONERS**

54723

910 N. MAIN STREET, ROOM #201

TELEPHONE 352-793-0200

**TO**

**BUSHNELL, FLORIDA 33513-9402**

Green Swamp Mitigation Bank  
P. O. Box 540285  
Orlando, FL 32854

DATE Sept. 19, 2011

DEPT. Road Construction District Impact

BY *Scott S. Colangelo*  
*SSC*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
153	344-541-6546	1	FY 2010/2011 1.25 Mitigation Credits from GSMB For: C-468 Four Lane Roadway Widening Project Approved by BOCC: Setp. 13, 2011  Payment to the account of: Green Swamp Mitigation Bank, LLC  Submitted via: Mitigation Marketing, LLC Attn: Victoria Colangelo P.O. Box 540285 Orlando, FL 32854	187,500.00	187,500.00
<b>TERMS:</b>				<b>TOTAL</b>	<b>187,500.00</b>

**BOARD OF SUMTER COUNTY COMMISSIONERS**

DELIVER TO: \_\_\_\_\_

AUTHORIZED BY: \_\_\_\_\_

**NOTE: ONLY ORIGINAL INVOICES  
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

**DISTRIBUTION:**

- BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
- WHITE COPY - TO VENDOR
- CANARY COPY - TO DEPARTMENT HEAD
- GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

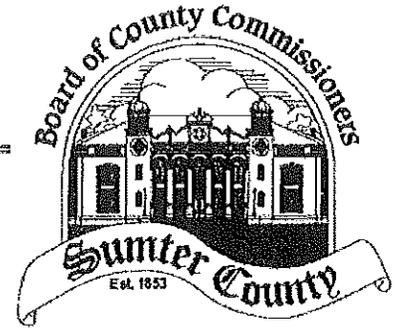
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICER OR DEPT. HEAD

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

**Board of County Commissioners**  
**Sumter County, Florida**

7375 Powell Road • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401  
Website: <http://sumtercountyfl.gov>



September 16, 2011

Dennis K. Benbow, Managing Member  
Green Swamp Mitigation Bank, LLC  
P.O. Box 540285  
Orlando, FL 32854

Dear Mr. Benbow:

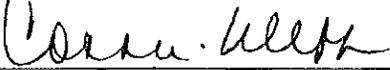
Enclosed for signature are two (2) originals of the "Mitigation Credit Purchase and Deposit Agreement" between Green Swamp Mitigation Bank, LLC and the Sumter County Board of County Commissioners which was approved on September 13, 2011. Please sign both originals and return one (1) to Clerk of Court, Attn: Connie Webb, Deputy Clerk, P.O. Box 247, Bushnell, FL 33513.

Upon receipt of the executed agreement, the Board of Sumter County Commissioners will forward a check in the amount of \$187,500. If there are any questions, please do not hesitate to contact our office at (352) 569-6615.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD  
CLERK & AUDITOR

By 

Connie Webb  
Deputy Clerk

Enclosures  
c/Scott Cottrell, Public Works Director

Richard "Dick" Hoffman, Dist 1  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Doug Gilpin, Dist 2  
2<sup>nd</sup> Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Don Burgess, Dist 3  
Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Garry Breeden, Dist 4  
Vice Chairman  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Randy Mask, Dist 5  
Office: (352) 689-4400  
Home: (352) 793-3930  
7375 Powell Road  
Wildwood, FL 34785

Bradley S. Arnold,  
County Administrator  
(352) 689-4400  
7375 Powell Road  
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor  
(352) 569-6600  
215 E. McCollum Avenue  
Bushnell, FL 33513

County Attorney  
The Hogan Law Firm  
Post Office Box 485  
Brooksville, Florida 34605

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** CR 468 Widening Wetland Impacts Mitigation and Environmental Resource Permit (ERP) Application (staff recommends approval.)

**REQUESTED ACTION:** Signature on Mitigation Credit Purchase and Deposit Agreement

Work Session (Report Only)    **DATE OF MEETING:** 9/13/2011  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: Mitigation Marketing, LLC

Effective Date: 9/13/2011  
Managing Division / Dept:

Termination Date: \_\_\_\_\_  
Public Works Division/Engineering

**BUDGET IMPACT:** \$187,500

Annual  
 Capital  
 N/A

**FUNDING SOURCE:** Impact Fees 153

**EXPENDITURE ACCOUNT:** 153-344-6546

---

**HISTORY/FACTS/ISSUES:**

The County Road 468 roadway widening project will result in approximately 2.27± acres of jurisdictional wetland impacts. The project site lies within the Withlacoochee Drainage Basin, for which mitigation options are extremely limited. The Green Swamp Mitigation Bank (GSMB) was recently approved to sell mitigation credits that service the Withlacoochee Drainage Basin. To offset the 2.27± acres of wetland impacts, it will be necessary to provide 1.25 "credits" for mitigation.

Purchasing the 1.25 mitigation credits from the GSMB will allow Sumter County to obtain the Environmental Resource Permit (ERP) to allow for project development. Choosing this mitigation option will also ensure a more time-efficient permitting timeframe from an environmental standpoint, and subsequently allow the County to stay on schedule for project development. Therefore, it is staff's opinion that it is in the best interest of Sumter County to purchase credits within GSMB for the CR 468 widening

---

**APPROVED**

September 13, 2011

September 1, 2011

Ms. Elaine Imbruglia  
Modica & Associates, Inc.  
302 Mohawk Road  
Clermont, Florida 34715

Subject: Reservation of Credits for CR 468, SWFWMD Application No. TBD  
Green Swamp Mitigation Bank SWFWMD Application Number: 43034641.000

Dear Ms. Imbruglia,

I am writing in reference to Sumter County Board of County Commissioners need for 1.25 UMAM mitigation credits from Green Swamp Mitigation Bank. This letter confirms that Green Swamp Mitigation Bank; SWFWMD permit number 43034641.00 has 1.25 UMAM freshwater forested wetland credits reserved for CR 468.

It is agreed that the credits will be reserved until the final permits are received. At that time the credits will be transferred.

If you should have questions or require additional information, please do not hesitate to contact me.

Sincerely,



Victoria K. Colangelo  
Mitigation Marketing, LLC  
Phone: 407-481-0677 Fax: 407-648-3866  
Victoria@mitigationmarketing.com  
*Providing Mitigation Solutions Throughout Florida*

**MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT**

**THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT** (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **Green Swamp Mitigation Bank, LLC** (hereinafter "Seller"), whose mailing address is P.O. Box 540285 Orlando, Florida 32854 and **Sumter County Board of County Commissioners**, (hereinafter "Buyer") whose mailing address is 319 East Anderson Avenue Bushnell, Florida 33513 (hereinafter collectively the "Parties").

**WITNESSETH:**

**WHEREAS**, the Seller maintains an ecological restoration project located in Polk County, Florida (hereinafter referred to as the "Mitigation Property");

**WHEREAS**, Seller owns mitigation bank with freshwater forested mitigation credits (hereinafter "Credits") available for transfer and sale under South West Florida Water Management District (hereinafter "SWFWMD") Permit No. 43034641.000 and the U.S. Army Corps of Engineers (hereinafter "USACOE") Permit No. TBD;

**WHEREAS**, as part of the environmental permitting process involving the SWFWMD and USACOE, it is anticipated that Buyer's permit from the aforementioned respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation;

**WHEREAS**, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **CR 468** (hereinafter "Project") SWFWMD Application No. TBD and USACOE Application No. TBD;

**WHEREAS**, the number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be one and twenty-five hundredths (1.25) freshwater forested credits; and

**WHEREAS**, Seller requires as part of this Agreement for Buyer to remit this Agreement and funds to Seller via Mitigation Marketing in order to allow Seller to submit a minor permit modification (hereinafter "Minor Permit Modification") for a debit of UMAM Credits from the SWFWMD so that the aforesaid respective Credits can be transferred to the Buyer.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. **Terms of Purchase.** The purchase price (hereinafter "Purchase Price") of the Credits is One Hundred Eighty Seven Thousand and Five Hundred Dollars U.S. (\$187,500.00) payable in check, wired federal funds or cashier's check. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SWFWMD and USACOE. All payments shall be paid to the account of **Green Swamp Mitigation Bank** and submitted via Mitigation Marketing P.O. Box 540285 Orlando, Florida 32854. The payment shall be paid on or before November 29, 2011 or within 10 days of the SWFWMD and USACOE permit being issued, whichever occurs first.

Purchase price is based on the price of one hundred and fifty thousand dollars (\$150,000.00) per UMAM credit. The purchase price will be adjusted up or down by the actual number of credits required by SWFWMD for this project.

If full payment is not received by November 29, 2011, purchase price is subject to market value which is \$180,000.00 per UMAM Credit.

2. **Reservation Period.** This reservation shall commence upon the signing of this Agreement and expire on November 29, 2011. No extensions are available without an addendum executed by both the Seller and Buyer.
3. **Adjustment of Credit Reservation.** The Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer. The Seller also agrees to increase the number of credits reserved, if available. The Deposit(s) in either a decreased need or an increased need will be applied to the final purchase price. In the case of a credit reservation adjustment within the reservation period identified above, an addendum to this agreement will be executed by both the Seller and Buyer.
4. **Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the SWFWMD and USACOE for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 2 shall survive the closing hereunder.
5. **Conditions of Transfer of Credit.** Upon payment of the total Purchase Price and receipt of buyers permits, Seller shall provide to Agencies within ten (10) days thereafter documentation as required by the SWFWMD and USACOE to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) to sixty (60) days to complete.



Orlando, Florida 32804  
(407) 481-0677 phone  
(407) 648-3866 fax  
Victoria@mitigationmarketing.com

Notices to Buyer shall be sent to: Sumter County Board of County Commissioners  
Attn: Chris Wert, Public Works Division  
319 East Anderson Avenue  
Bushnell, Florida 33513  
(352) 793-0240  
Chris.Wert@SumterCountyFl.gov

With a copy to: Springstead Engineering, Inc.  
Attn: David Springstead, P.E.  
727 South 14<sup>th</sup> Street  
Leesburg, Florida 34748  
(352) 797-1414 phone  
David@Springsteadeng.net

Modica & Associates  
Attn: Elaine Imbruglia  
302 Mohawk Road  
Clermont, Florida 34715  
(352) 394-2000 phone  
(352) 394-1159  
eca@modica.cc

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

13. Entire Agreement. This Agreement contains the entire understanding between the

Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

14. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
15. **No Joint Venture or Partnership or Agency Relationship.** Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
16. **Captions; Genders.** Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
17. **Partial Invalidity.** In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
18. **Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
19. **Effective Date.** This Agreement is effective on the date on which the last of the parties signs this Agreement.
20. **Typewritten or Handwritten Provisions.** Handwritten provisions and/or typewritten

provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.
22. **Time is of the Essence.** Time is of the essence under the terms of this Agreement.
23. **Agreement Not Recordable.** This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

**SIGNATURE PAGES FOR MITIGATION CREDIT PURCHASE AND ESCROW AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

**SELLER:**  
**GREEN SWAMP MITIGATION BANK**  
By:  
A Florida Corporation, General Partner

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Dennis K. Benbow, Managing Member

\_\_\_\_\_  
Witness Name

Executed on \_\_\_\_\_, 2011

**BUYER:**

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

*Com. West*  
\_\_\_\_\_  
Witness Signature

By: *Don Burgess*  
\_\_\_\_\_  
Don Burgess, Chairman



*Don Burgess*  
\_\_\_\_\_  
Witness Name

Executed on *Sept 12*, 2011