



BOARD OF SUMTER COUNTY COMMISSIONERS

Chairman - Steve Printz - District 5
Vice Chairman - Garry Breeden - District 4
2nd Vice Chairman - Al Butler - District 1
Doug Gilpin - District 2
Don Burgess - District 3

**April 28, 2020
5:00 PM**

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
ANY PERSON WHO MAY FEEL THE NEED TO APPEAL A BOARD DECISION IS HEREBY NOTIFIED
THAT IT WILL BE NECESSARY FOR YOU TO PROVIDE YOUR OWN VERBATIM RECORDING OF THE
BOARDS MINUTES OR ANY PORTION THEREOF

Any person requiring reasonable accommodation at this meeting because of a disability or physical
impairment should contact the County Administrator's Office, 7375 Powell Road, Wildwood, FL 34785
(352) 689-4400 at least two days before the meeting.

Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL
32163)

AGENDA

MEETING IS CALLED TO ORDER BY THE CHAIRMAN
INVOCATION
FLAG SALUTE

1. TIMED ITEMS & PUBLIC HEARINGS

None

2. REPORTS AND INPUT

- a. Proclamation Recognizing the Week of May 4 - 9, 2020 as Economic Development
Week

Documents:

[Proclamation Economic Development Week.pdf](#)

- b. County Administrator

1. Wildwood Sumter County Order Closing File 191824 (For Information Only)

Documents:

[Wildwood Sumter Co Order Closing File 191824 signed by JW 04 08
2020.pdf](#)
[City of Wildwood and Sumter County v. DEP- OGC Case No. 19-1824.pdf](#)

2. CenturyLink Contracts (For Information Only)

Documents:

[CenturyLink Autho to Change Preferred Tele Long Distance.pdf](#)
[CenturyLink Autho to Change Preferred Tele Carrier.pdf](#)
[CenturyLink Order.pdf](#)

- c. County Attorney
- d. Clerk of Circuit Court
- e. Board Members
- f. Public Forum

3. NEW BUSINESS - ACTION REQUIRED

a. MINUTES

1. Minutes of Special Called Meeting Held on April 7, 2020 (Staff Recommends Approval).

Documents:

[4-7-2020 Special Called Meeting Minutes.pdf](#)

2. Minutes of Regular Meeting Held on April 14, 2020 (Staff Recommends Approval).

Documents:

[4-14-2020 Minutes.pdf](#)

3. Minutes of Special Called Meeting Held on April 21, 2020 (Staff Recommends Approval).

Documents:

[4-21-2020 Special Called Meeting Minutes.pdf](#)

b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

1. Schedule a Public Hearing to Consider Local Amendment to Chapter Six of the Building Code as Proposed New Section 177 "Two-Way Radio Communication Enhancement Systems" on May 12, 2020 at 5:00 PM Located at Everglades Regional Recreation Center, 5497 Marsh Bend Trail, The Villages FL, 34785 (Staff Recommends Approval).

Documents:

[Executive_Summary_Two-Way Radios.pdf](#)

c. APPOINTMENTS

1. Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

Documents:

[Executive_Summary_Affordable_Housing_Advisory_Committee_\(AHAC\).pdf](#)
[Ordinance - Housing.pdf](#)

2. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

Documents:

[Executive_Summary_Construction.pdf](#)
[Ordinance.pdf](#)

3. Public Safety Coordinating Council Vacancies (Board's Option).

Documents:

[Executive_Summary_Public_Safety.pdf](#)
[Resolution.pdf](#)

4. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

Documents:

[Executive_Summary_Library_Advisory_Board.pdf](#)
[Resolution.pdf](#)

5. Sumter County Tourist Development Council (TDC) Vacancy (Board's Option).

Documents:

[Executive_Summary_Tourist .pdf](#)
[Ordinance - Tourist development tax.pdf](#)

d. FINANCIAL

1. Budget Amendment A-16 (FY 2019/20) Adjust Road Projects to Actual Revenue and Expenses in the Secondary Trust Fund (Staff Recommends Approval).

Documents:

[ES A-16 Road Projects.pdf](#)

2. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Requisition_Report_4.28.20.pdf](#)

e. CONTRACTS AND AGREEMENTS

1. Award and Enter into Contract with CWR Contracting, Inc. for ITB 009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project (Staff Recommends Approval).

Documents:

[Executive_Summary_C478_LAP1.pdf](#)
[CWR_Submittal_C478_LAP.pdf](#)
[CWR_Contracting_Agreement_C478.pdf](#)

2. Enter Into Contract with the Lunz Group RFQ-053-0-2019/RS Sumter County On-Call Architectural and Engineering Services (Staff Recommends Approval).

Documents:

[Executive_Summary_Lunz Group.pdf](#)
[B121-2014_Sumter County Master Agreement_R4_2020-04-22\(clean\).pdf](#)

3. Modification #1 To Subgrant Agreement Between The Division of Emergency Management and Sumter County (Staff Recommends Approval).

Documents:

[Executive_Summary_EMPG Modification to Extend Sumter County.pdf](#)
[EMPG Modification to Extend Sumter County.pdf](#)

4. Perpetual Right-of-way Easement Between David B. Griffis and Melanie K. Griffis As Trustees of the David B. Griffis and Melanie K. Griffis Family Trust and Sumter County, Florida, for Parcel S13-018 for Access to Water Control Structure WC-3. (Staff Recommends Approval).

Documents:

[ES WC-3 Structure Puchase and Easement Agreement Griffis Parcel S13-18.pdf](#)
[Perpetual Easement Signed by Griffis.pdf](#)
[Purchase Agreement Signed by Griffis.pdf](#)
[Exhibits WC - 3 Griffis.pdf](#)
[Exhibit A Griffis Contract \(00849833xA281E\).pdf](#)

5. Perpetual Right-of-way Easement Between The Villages of Lake-Sumter, Inc., and Sumter County, Florida, for Parcels D17-077 Along the C-466 Corridor (Staff Recommends Approval).

Documents:

[Executive_Summary, Easement, D17-077.pdf](#)
[Perpetual Right of Way Easement, D17-077.pdf](#)

6. Reduce Contract ITB-051-0-2019/RS, West Wildwood Fire Station #33 (\$237,615.20) for Owner Provided Purchase Orders Associated with the Owner Direct Purchase Program (ODP) and Electrical Change Order - Per Request for Information (RFI) 03 Dated 2/12/20 \$7,717.00 Total This Change Order (\$229,898.20) (Staff Recommends Approval).

Documents:

[Executive_Summary_ODP Station 33 CO 3.pdf](#)
[WWFS33-Change Order 03 Re.pdf](#)

7. Renewal of Contract with HC Code of Florida, LLC for On-Call Code Inspection Services for One Year (Staff Recommends Approval).

Documents:

[ES Renew HC Code of Florida 5_20.pdf](#)
[HC_Code_Agreement_Extension.pdf](#)

8. Renew Boat Storage Agreement Between Grand Masters Dragon Boat Club of The Villages, Inc. (GMDBC) and Sumter County Board of Commissioners to Store Three (3) GMDBC Boats at Lake Miona Park (Staff Recommends Approval).

Documents:

[Executive_Summary_GMDBC.pdf](#)
[GMDBC Signature Page.pdf](#)
[GMCBC Certificate of Insurance.pdf](#)

9. Resolution Approving the Form of and Authorizing the Execution and Delivery of an Interlocal Agreement Between the Alachua County Health Facilities Authority and Sumter County, Florida (Staff Recommends Approval).

Documents:

[Executive_Summary_Resolution for an Interlocal Agreement.pdf](#)
[Resolution approving Interlocal \(Sumter County\) \(01583474-3\).pdf](#)
[Interlocal Agreement \(ACHF-Sumter County\) \(01583495-3\).pdf](#)
[TEFRA Script \(Shands\) \(01589217-2\).pdf](#)

10. The School Safety Program Agreement Between the School Board of Sumter County, Florida, The Board of County Commissioners of Sumter County, Florida, and the Sumter County Sheriff's Office. (Staff Recommends Approval).

Documents:

[Executive_Summary_Restated_School_Board_SRO_Agreement.pdf](#)
[Restated School Board SRO Agreement 4-16-20.pdf](#)

11. The School Safety Program Agreement Between The Villages Charter School, Inc., The Board of County Commissioners of Sumter County, Florida, and The Sumter County Sheriff's Office (Staff Recommends Approval).

Documents:

[Executive_Summary_Restated Charter School SRO Agreement.pdf](#)
[Restated Charter School SRO Agreement 4-16-20VCMOD.pdf](#)

12. Terminate Existing Business Industry Incentive Agreement between Sumter County and Highway Systems, Inc. (Staff Recommends Approval).

Documents:

[ES_Highway_Systems_Incentive_Agreement_Termination.pdf](#)
[Termination_letter.pdf](#)

13. Sumter County Non-Congregate Sheltering Agreements (Staff Recommends Approval).

Documents:

[Executive_Summary_Non_Congregate_Sheltering_Agreements.pdf](#)
Non Congregate Sheltering
[Agreement_Hampton_Inn_Suites_Lady_Lake_Villages.pdf](#)
Non Congregate Sheltering Agreement Comfort Suites Villages.pdf
[Non_Congregate_Sheltering_Agreement_Days_Inn_Wildwood.pdf](#)
Non Congregate Sheltering
[Agreement_Comfort_Inn_Suites_Wildwood_Villages.pdf](#)
Non Congregate Sheltering
[Agreement_Holiday_Inn_Express_Suites_Villages.pdf](#)

f. GENERAL ITEMS FOR CONSIDERATION

1. Amended and Restated Sumter County Board of County Commissioners Travel Policy and Procedures (Staff Recommends Approval).

Documents:

[Executive_Summary_Travel_Policy_4.28.20.pdf](#)
[Sumter_County_Travel_Policy_rev4.9.20_Final.pdf](#)

2. Partial Release of Liens for Property Located at 4425 CR 317A, Bushnell (Staff Recommends Approval).

Documents:

[Executive_Summary_Release_Lien.pdf](#)
[Felix Adams Attorney 4425 CR 317A.pdf](#)
[Partial Release of Liens \(00847689xA281E\).pdf](#)

3. Amend the 2019/2020 Classification and Compensation Schedule to Reflect the Reorganization of the Office of Management and Budget Division to Reclassify the Assistant County Budget Officer Position (pay range 36) to a Budget Technician Supervisor Position (pay range 26) Reporting to the County Administrator and Move the Budget Analyst Positions to Report to the County Administrator Effective April 28, 2020 (Staff Recommends Approval).

Documents:

[Executive_Summary_Reorganization_of_OMB_04-28-2020.pdf](#)
[Budget_Technician_Supervisor_19.pdf](#)
[Budget_Technician_19.pdf](#)
[Budget_Analyst_19.pdf](#)
[Classification_and_Compensation_Schedule.pdf](#)

4. Satisfaction of Civil Restitution Lien for Marcos Noberto Villanustre (Staff Recommends Approval).

Documents:

[Satisfaction of Civil Restitution Lien for Marcos Noberto Villanustre.pdf](#)

5. State Housing Initiatives Partnership (SHIP) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

Documents:

[Executive_Summary.pdf](#)

[Satisfaction_of_Mortgage.pdf](#)

6. State of Emergency Declaration Extension Sumter County Board of County Commissioners (Staff Recommends Approval).

Documents:

[State of Emergency Declaration Extension 20200407.pdf](#)



PROCLAMATION
ECONOMIC DEVELOPMENT WEEK

WHEREAS, Sumter County Economic Development promotes economic well-being and supports our businesses as they create, retain, and expand jobs and invest capital that facilitates Sumter County's growth and enhances the wealth and quality of life for our community, and

WHEREAS, Sumter County Economic Development is engaged in a wide variety of settings including urban, local, state, county, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, Sumter County Economic Development provides the consolidated economic development service for Sumter County and its five municipalities; and

WHEREAS, the Sumter County Board of County Commissioners, commends the Economic Development team for their hard work and dedication in promoting economic development projects and sustaining economic development activities in the county.

NOW, THEREFORE, the Board of County Commissioners of Sumter County, Florida hereby proclaims:

The Week of May 4 - 9, 2020, as:

ECONOMIC DEVELOPMENT WEEK

DONE AND PROCLAIMED this 28TH day of April 2020, Sumter County, Florida.

Attest:

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY

Caroline Alrestimawi
Deputy Clerk

Steve Printz
Chairman

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**CITY OF WILDWOOD AND SUMTER
COUNTY,**

Petitioners,

v.

OGC CASE NO. 19-1824

**DEPARTMENT OF ENVIRONMENTAL
PROTECTION,**

Respondent.

_____ /

ORDER CLOSING FILE

On December 10, 2019, the Department of Environmental Protection (Department) received a letter that could be considered a petition for administrative hearing (Petition) from the Petitioners, the City of Wildwood and Sumter County. The Petition challenged the Department's designation of both local governments' stormwater systems as Phase II Municipal Separate Storm Sewer Systems (MS) regulated under the National Pollution Discharge Elimination System (NPDES) Stormwater Program.

Prior to referral to the Division of Administrative Hearings for assignment of an administrative law judge, the Petitioner withdrew the request for an administrative hearing. See Exhibit 1. There being no further matters to consider,

IT IS ORDERED:

The petition having been withdrawn; the Department's previously proposed agency action is now final. The Department's file in this matter is closed.

Any party to this order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes by filing a notice of appeal under rules 9.110 and 9.190 of the

Florida Rules of Appellate Procedure with the clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days from the date this order is filed with the clerk of the Department.

DONE AND ORDERED this 8th day of April 2020, in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



JUSTIN G. WOLFE
General Counsel

3900 Commonwealth Boulevard
Mail Station
Tallahassee, Florida 32399-3000

FILED ON THIS DATE PURSUANT TO § 120.52,
FLORIDA STATUTES, WITH THE DESIGNATED
DEPARTMENT CLERK, RECEIPT OF WHICH IS
HEREBY ACKNOWLEDGED.



CLERK

04/08/2020

DATE

CERTIFICATE OF SERVICE

I CERTIFY that a true copy of the foregoing was emailed to Jason McHugh, City Manager at jmchugh@wildwood-fl.gov and to Bradley Arnold, County Administrator at bradley.arnold@sumtercountyfl.gov, on this 8th day of April, 2020.

/s/ Jeffrey Brown

JEFFREY BROWN

Senior Assistant General Counsel

3900 Commonwealth Boulevard

Mail Station 35

Tallahassee, Florida 32399-3000

Telephone: (850) 245-2242

Facsimile: (850) 245-2298

Email: Jeffrey.Brown@FloridaDEP.gov



April 2, 2020

Borja Crane-Amores
NPDES Stormwater Environmental Administrator
Florida Department of Environmental Protection
Division of Water Resource Management
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

RE: Withdrawal of Petition of Agency's Finding – Designation of the City of Wildwood and Sumter County Phase II Storm Sewer System for Regulation Under the National Pollutant Discharge Elimination System (NPDES) Stormwater Program

Dear Borja Crane-Amores:

Please accept this letter on behalf of the City of Wildwood and Sumter County as a withdrawal of the petition to dispute the Florida Department of Environmental Protection's (FDEP) determination that the city and county are operators of a regulated Phase II Municipal Separate Storm Sewer System (MS4) in accordance with Rule 62-624.800, Florida Administrative Code.

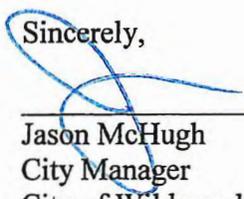
Sumter County requests as part of this withdrawal letter, a waiver by the Florida Department of Environmental Protection for the designation of Sumter County as a Phase II Storm Sewer System for regulation under the NPDES Stormwater Program. We appreciate your recognition from our conference calls of the Community District Governments in The Villages[®] development holding this designation and that the rapid urban growth will remain within this government's responsibility as well in the City of Wildwood's jurisdiction. We would expect another review by your division following the 2020 Census distribution of population information to see if any conditions have changed concerning the urban development patterns in our community.

The City of Wildwood accepts the designation as a Phase II Storm Sewer System for regulation under the NPDES Stormwater Program.

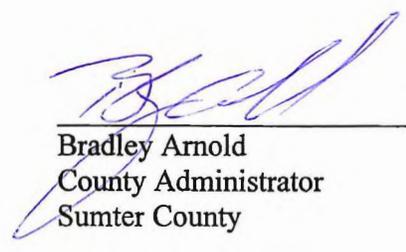
We appreciate you and your staff's review of our petition and the working relationship developed in this process. If you have any questions about this letter, please do not hesitate to contact us.

Exhibit 1

Sincerely,



Jason McHugh
City Manager
City of Wildwood



Bradley Arnold
County Administrator
Sumter County

CC: City of Wildwood City Commission
Sumter County Board of County Commissioners
Richard Baier, The Villages Community Development Districts
Jeremy Hockenbury, City of Wildwood Public Works Director
Deborah Snyder, Sumter County Public Works

From:
Sent:
To:
Subject:

Add the below with the other for my reports for the 4-28-20 meeting. Bradley

Bradley Arnold
County Administrator
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Arnold, Bradley
Sent: Wednesday, April 08, 2020 1:05 PM
To: @County Commissioners <CountyCommissioners@sumtercountyfl.gov>; Snyder, Deborah <Deborah.Snyder@sumtercountyfl.gov>; 'countyattorney.sumtercounty.fl' <countyattorney.sumtercounty.fl@hoganlawfirm.com>
Subject: FW: City of Wildwood and Sumter County v. DEP: OGC Case No. 19-1824

From: Crane-Amores, Borja <Borja.CraneAmores@FloridaDEP.gov>
Sent: Wednesday, April 08, 2020 1:02 PM
To: Arnold, Bradley <Bradley.Arnold@sumtercountyfl.gov>
Subject: RE: City of Wildwood and Sumter County v. DEP: OGC Case No. 19-1824

Hi Bradley –
Please accept this email a confirmation.

As discussed, the department has agreed to reevaluate the Phase II designation criteria after the 2020 Census is completed to determine if the County's population information/ conditions have changed concerning the urban development within the County.

BORJA CRANE-AMORES

NPDES Stormwater Program
Division of Water Resource Management
Office • 850-245-7520 • ext. 57520

Borja.CraneAmores@FloridaDEP.gov
<https://floridadep.gov/Water/Stormwater>



From: Arnold, Bradley <Bradley.Arnold@sumtercountyfl.gov>
Sent: Wednesday, April 8, 2020 12:20 PM
To: Crane-Amores, Borja <Borja.CraneAmores@FloridaDEP.gov>
Subject: FW: City of Wildwood and Sumter County v. DEP: OGC Case No. 19-1824

Borja,

Please confirm that the order statement did not override the waiver request that was in the submitted withdrawal letter as well as please confirm that Sumter County's waiver was approved as requested.

Thanks!

Bradley

Bradley Arnold
County Administrator
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
<https://clicktime.symantec.com/3VPpguXxaN9G6VaqBe3eHY67Vc?u=www.sumtercountyfl.gov>

From: Kinsey, Syndie L. <Syndie.L.Kinsey@dep.state.fl.us>
Sent: Wednesday, April 08, 2020 9:58 AM
To: jmchugh@wildwood-fl.gov; Arnold, Bradley <Bradley.Arnold@sumtercountyfl.gov>
Cc: Crandall, Lea <Lea.Crandall@dep.state.fl.us>; Ethridge, Donna <Donna.Ethridge@FloridaDEP.gov>; Brown, Jeffrey <Jeffrey.Brown@FloridaDEP.gov>; Crane-Amores, Borja <Borja.CraneAmores@FloridaDEP.gov>
Subject: City of Wildwood and Sumter County v. DEP: OGC Case No. 19-1824

Attached please find an Order Closing File entered today in the above referenced case.

Syndie Kinsey

Paralegal Specialist
Department of Environmental Protection
Office of General Counsel
3900 Commonwealth Blvd., MS 35
Tallahassee, FL 32399-3000
850-245-2233
Syndie.L.Kinsey@FloridaDEP.gov



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For more information please visit <http://www.symanteccloud.com>



Local/TN

AUTHORIZATION TO CHANGE PREFERRED TELECOMMUNICATIONS CARRIER

Letter of Agency (LOA): Marking the box adjacent to each of the services below is authorization by the undersigned Subscriber to CenturyLink to change the preferred carrier for the marked Service(s).

Local/TN - Porting telephone numbers from another carrier to CenturyLink
Select Option(s) to which this applies: Local Service Local Data Service

Local Long Distance IntraLata/Local Toll - Qwest Corporation DBA CenturyLink QC for 1+ IntraLATA Local Long Distance Only (LPIC 5123)

Provide Billing Name and Address information as it appears on the current service bill.

Subscriber's Name: SUMTER COUNTY BOARD OF COMMISSIONERS
Subscriber's Address: 7375 POWELL RD, SUITE 206
City: WILDWOOD State: FL Zip: 34785

Provide Physical Address if different then bill address.

Subscriber's Physical Address:
City: State: Zip:

Subscriber's Main Telephone Number: 352-689-4400

Only the telephone numbers listed below are authorized to change to the preferred carrier:

For individual numbers, use the format NPA-NXX-XXXX
For number ranges, use the format NPA-NXX-XXXX to XXXX.

Telephone Numbers	Telephone Numbers	Telephone Numbers

Check here if a separate page listing other associated telephone numbers or physical addresses is attached. Use either the page below or a separate attached spreadsheet.

I understand that my local exchange carrier (LEC) may charge a fee to change Long Distance carriers and that I may contact my LEC to determine the specific charges. I represent that I have the authority to change communications carriers for each of the numbers identified above. I understand that I may designate only one telecommunications carrier as my local exchange, intrastate or intraLATA, interstate or interLATA, and international preferred interexchange carrier for any one telephone number. With this understanding, I select CenturyLink to provide the communications service types indicated above for each of the telephone numbers listed above.

Name of Person Authorized to Act on Behalf of the Company.

Signature: *[Handwritten Signature]* Title: *COUNTY ADMINISTRATOR*

Printed Signature: *BENJAMIN ARDREWS* Date (mm/dd/yy): *04/21/20*



For individual numbers, use the format NPA-NXX-XXXX and for number ranges, use NPA-NXX-XXXX to XXXX.

Provide additional Physical Address if applicable.

Subscriber's Physical Address: 7375 Powell Rd
City: Wildwood State: FL Zip: 34785

Telephone Numbers	Telephone Numbers	Telephone Numbers
352-689-4400 to 4799		
352-689-6520 to 6619		
352-330-4700 to 4799		
352-775-4211		
352-793-1506		
352-793-2206		
352-793-2621		
352-793-6045		
352-793-6067		

Provide additional Physical Address if applicable.

Subscriber's Physical Address: 319 E. Anderson Ave
City: Bushnell State: FL Zip: 33543 _____

Telephone Numbers	Telephone Numbers	Telephone Numbers
352-569-1500 to 1799		
352-569-3100 to 3199		
352-569-6600 to 6999		
352-569-1900 to 1999		

Provide additional Physical Address if applicable.

Subscriber's Physical Address: _____
City: _____ State: _____ Zip: _____

Telephone Numbers	Telephone Numbers	Telephone Numbers



Customer Information	Account Information	Prepared By
Name: Sumter County Board of Commissioners Primary Contact: Dave Bailey Primary Contact Phone: (352) 689-4428 Primary Contact Email: dave.bailey@sumtercountyfl.gov Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1146308 Billing Account: Billing Address: 7375 POWELL RD STE 206 WILDWOOD, FL 34785-4203 Contract ID#: New (Internal Use Only)	Name: Scott Favor Phone: 4075537088 Email: scott.favor@centurylink.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ Managed Data Bundle	1	201 N FLORIDA ST BUSHNELL FL 33513	IQ Networking Port - Private	Adtran Select Fast E 10M 10 Mbps Flat	36 Months	\$233.00	\$0.00	
	1		Pro MET 24x7 Professional		36 Months	\$0.00	\$0.00	
Local Access	1	201 N FLORIDA ST BUSHNELL FL 33513	ELA Native Single- CoS Medium	CenturyLink (CLPA) Fast E 10M	36 Months	\$300.00	\$500.00	\$500.00
IQ Managed Data Bundle	1	7375 POWELL RD WILDWOOD FL 34785	IQ Networking Port - Private	Adtran Select Fast E 10M 10 Mbps Flat	36 Months	\$233.00	\$0.00	
	1		Pro MET 24x7 Professional		36 Months	\$0.00	\$0.00	
Local Access	1	7375 POWELL RD WILDWOOD FL 34785	ELA Native Single- CoS Medium	CenturyLink (CLPA) 10M	36 Months	\$300.00	\$500.00	\$500.00
Service Sub Total:						\$1,066.00	\$0.00	

"Terms and Conditions for CenturyLink IQ Managed Data Bundle Offer"

CenturyLink provides CenturyLink IQ Managed Data Bundle services under: (a) the Managed Data Bundle Offer Attachment ("Attachment") and (b) the CenturyLink IQ Networking, Local Access, Rental CPE, and Network Management Service Exhibits.

CenturyLink IQ Managed Data Bundle is a bundle composed of the following services: (a) CenturyLink IQ Networking (b) Local Access and (c) Rental CPE and (d) Network Management Service. The bundle type appears in the first "IQ Managed Data Bundle" row under the "Service Attributes" column. The details for CenturyLink IQ Networking appear in the first "IQ Managed Data Bundle" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The details for Rental CPE (CPE type and maintenance type) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The details for Network Management Service (Select or Comprehensive) appear in the first "IQ Managed Data Bundle" row under the "Service Attributes" column of the above table. The charges for Local Access are NOT included in the IQ Managed Data Bundle Monthly Recurring Charge (MRC). The Local Access charges are listed as a separate line item in the Pricing Table.

If Customer orders Diversity Enhancement or Diversity Backhaul, the Domestic Network Diversity Service Exhibit applies. A copy of the Domestic Network Diversity Service Exhibit is available upon request.

If Customer orders Building Extension Service, the Building Extension Service Schedule applies. A copy of the Building Extension Service Schedule is available upon request.

Customer's site must qualify for ProMET® Premium On-Site Maintenance.

Pricing Table



Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
IQ SIP Trunk	1	201 N FLORIDA ST BUSHNELL FL 33513		Seat Band: 151+ Seats Total Session Band: 1-100 Sessions	36 Months	\$0.00	\$0.00	
	1		Enterprise Session		36 Months	\$15.00	\$0.00	
	1		Standard Seat		36 Months	\$0.25	\$0.00	
IQ SIP Trunk	1	7375 POWELL RD WILDWOOD FL 34785		Seat Band: 151+ Seats Total Session Band: 1-100 Sessions	36 Months	\$0.00	\$0.00	
	49		Enterprise Session		36 Months	\$735.00	\$0.00	
	1,498		Standard Seat		36 Months	\$374.00	\$0.00	
	10		Premium Seat		36 Months	\$22.50	\$0.00	
Service Sub Total:						\$1,148.75	\$0.00	

"Terms and Conditions for CenturyLink IQ SIP Trunk Service"

CenturyLink IQ SIP Trunk terms and conditions are located in the CenturyLink IQ SIP Trunk Service Exhibit.

1. CenturyLink IQ SIP Trunk Pricing. CenturyLink will charge Customer and Customer will pay the rates set forth in this Order and in the SIP Trunk Rate Sheet located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the SIP Trunk Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Rate Sheet for SIP Trunk Service. Customer will review the seat range pricing in the SIP Trunk Rate Sheet before making modifications in the VoIP portal.

1.2 CTAC Customer Support. Pricing for CTAC customer support is located in the Rate Sheet for SIP Trunk Service. Charges are not prorated. Service is subject to availability.

1.3 Additional Charges. Please see the Rate Sheet for SIP Trunk Service for additional charges, which includes the terms and pricing for the LD/TF Offer, Upgrade/MACD, session types and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the SIP Trunk Rate Sheet.

1.4 MACD. In the event customer chooses to move, add, change or delete an IQ SIP Trunk or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.

1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE APPLICABLE SERVICE EXHIBIT ATTACHED TO THE CENTURYLINK MASTER SERVICE AGREEMENT OR, AFFILIATE AGREEMENT. IF I HAVE NOT EXECUTED A CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT THEN I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE CURRENT STANDARD SERVICE EXHIBIT THAT IS EFFECTIVE AS OF THE DATE OF THIS ORDER.



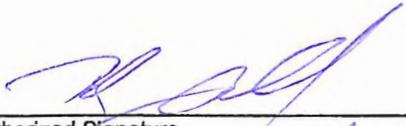
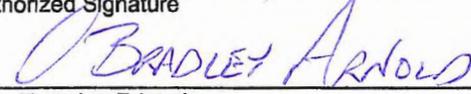
Customer Name: Sumter County Board of Commissioners

Order #: Q-00778855

Order Generation Date: 2/20/2020 2:20:02 PM

Cutoff/Expiration Date: 4/5/2020

Currency: USD

Customer: Sumter County Board of Commissioners	
	
Authorized Signature	
	
Name Typed or Printed	
	
Title	
	
Date	

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 2,212.75	\$ 0.00



Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink ("CenturyLink"), as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink.
2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.
4. The Service Identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) or Service Exhibit(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) as of the date of this Order will govern, copies which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. Unless otherwise provided in a Service Attachment, at the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in the CenturyLink Master Service Agreement, Affiliate Agreement, Service Exhibit or Service Schedule. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes> or the RSS, if indicated by the applicable Service Schedule(s) or Service Exhibit(s).

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request) and (b) ancillary charges for additional activities, features or options. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.



Customer Name: **Sumter County Board of Commissioners**

Order #: **Q-00778855**

Order Generation Date: **2/20/2020 2:20:02 PM**

Cutoff/Expiration Date: **4/5/2020**

Currency: **USD**

9. **Charges/Orders.** CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement does not allow for rates to be set forth in a quote, this Order amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Order only, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

DRAFT

SPECIAL CALLED
MEETING

BOARD OF COUNTY COMMISSIONERS

APRIL 7, 2020

The Board of Sumter County Commissioners (BOCC/Board) convened in a special called meeting on Tuesday, April 7, 2020, at the Sumter County Service Center in Wildwood, Florida, with the following members present to wit (via remote access): Al Butler, 2nd Vice Chairman, District No. 1; Doug Gilpin, District No. 2; Don Burgess, District No. 3; Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; William Kleinsorge, Finance Director (via remote access); Caroline Alrestimawi, Deputy Clerk; Jennifer Rey of The Hogan Law Firm, Attorneys for the Board; and James Boyd, IT. There was one member from the public also present. Commissioner Printz called the meeting to order at 4:00 p.m. Commissioner Printz confirmed that all Commissioners and Mr. Kleinsorge were present on the telephone. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. State Of Emergency Declaration Extension Sumter County Board Of County Commissioners (Staff Recommends Approval).

Bradley Arnold, County Administrator, provided this item for consideration. The County continues addressing the needs associated with the County's providers and has plans on how to scale first responders, should the system become stressed. Mr. Arnold provided the attached summary of activities and/or update for the record.

COVID Status 4-06-20, 4-7-20-State of Emergency Declaration Ext

Commissioner Burgess moved, with a second by Commissioner Butler, to approve the State Of Emergency Declaration Extension. The motion carried 5 - 0.

2. Adjourn

The meeting adjourned 4:04 p.m.

The Board of Sumter County Commissioners (BOCC/Board) convened in regular session on Tuesday, April 14, 2020, at The Everglades Regional Recreation Center in The Villages, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1 (via remote access); Doug Gilpin, District No. 2 (remote access); Don Burgess, District No. 3 (via remote access); Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; Bill Kleinsorge, Finance Director (via remote access); Caroline Alrestimawi, Deputy Clerk; and Jennifer Rey of The Hogan Law Firm, Attorneys for the Board. Commissioner Printz called the meeting to order at 5:00 p.m. with the invocation given by Commissioner Breeden followed by the flag salute led by Commissioner Printz. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. TIMED ITEMS & PUBLIC HEARINGS

None

2. REPORTS AND INPUT

- a. Proclamation Recognizing April 12-18, 2020 as Animal Care and Control Appreciation Week

This proclamation was received by Stephen Kennedy, Assistant County Administrator.

4-14-20-2-a

- b. Proclamation Recognizing April 12-18, 2020 as Public Safety Telecommunications Week

This proclamation was received by Stephen Kennedy, Assistant County Administrator.

4-14-20-2-b

- c. Proclamation Recognizing April 2020 as Child Abuse Prevention Month

4-14-20-2-c

- d. County Administrator

Bradley Arnold, County Administrator, noted that the last item on the agenda is the Local State of Emergency Declaration Extension. Mr. Arnold shared some of the County's statistics related to COVID-19. Sumter County has a cumulative total of

112 cases with 69 of those recovered. There are 27 cases hospitalized with nine (9) deaths. In addition, there are seven (7) cases pending recovery or potential hospitalization, should the case worsen.

1. City of Webster NE 3rd Street (For Information Only)

This is a thank you note from the City of Webster.

4-14-20-2-d-1

2. Central Testing Laboratory Review of Ground Penetrating Radar for Wild Cow Prairie Cemetery in Webster (For Information Only)

This item is the report from the study that was done per request of the Sumter County Historical Society. There are four (4) that are not within the fenced in area. Mr. Arnold has directed his team to adjust the fence accordingly and then DOT will be notified related to the fence relocation and the reasons why.

4-14-20-2-d-2

e. County Attorney

No report.

f. Clerk of Circuit Court

No report.

g. Board Members

1. Commissioner Burgess wished for the protection and well-being of the first responders, nurses, doctors, and all who are combating the COVID-19 pandemic.
2. Commissioner Gilpin advised that he was practicing social distancing and wearing a mask. Commissioner Gilpin further advised that individuals should practice all of the things that have been encouraged: wear masks and gloves, wash hands, practice social distancing, and try to stay home.
3. Commissioner Butler commented that Mr. Arnold's COVID-19 numbers were very encouraging.
4. Commissioner Breeden echoed the other Commissioners comments on COVID-19. Commissioner Breeden noted that although the numbers are encouraging, it was very sobering that Sumter County had lost 9 citizens to COVID-19. Commissioner Breeden also attended the Medical Examiners' meeting yesterday morning and completed the budget for the upcoming year, which has been provided to Mr. Arnold.

5. Commissioner Printz thanked all the first responders, law enforcement, medical teams, and grocery store employees. Commissioner Printz also advised to check on your neighbors and practice social distancing.

h. Public Forum

There was no input from the public.

3. NEW BUSINESS - ACTION REQUIRED

a. MINUTES

1. Minutes of the Workshop Meeting Held on March 17, 2020 (Staff Recommends Approval).

4-14-20-3-a-1

2. Minutes of Regular Meeting Held on March 24, 2020 (Staff Recommends Approval).

4-14-20-3-a-2

3. Minutes of Special Called Meeting Held on March 31, 2020 (Staff Recommends Approval).

4-14-20-3-a-3

Commissioner Burgess moved, with a second by Commissioner Butler, to Approve items 1 through 3 under Minutes. The motion carried unanimously 5 – 0.
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b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

None

c. APPOINTMENTS

1. Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

4-14-20-3-c-1

2. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

4-14-20-3-c-2

3. Public Safety Coordinating Council Vacancies (Board's Option).

There are no applicants at this time. Thus, no action was taken.

4-14-20-3-c-3

4. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

4-14-20-3-c-4

5. Sumter County Tourist Development Council Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

4-14-20-3-c-5

d. FINANCIAL

1. Budget Amendment A-15 (FY 2019/20) Adjust Projects to Bids, New Fire Hydrant for Animal Services Building, Pavement Marking Quote, Prior Year Purchase Order, Budgeted Project Move to Next Fiscal Year, Arbitrage and Replacement of Boiler at Jail (Staff Recommends Approval).

This budget amendment is needed to realign funds for prior year purchase order expenses in the current year, budgeted projects to actual bid amounts, current budgeted project to move to next fiscal year, new fire hydrant and construction administration services for animal services building, pavement marking quote, arbitrage, renovations at Lake Panasoffkee Recreation building and replacement of boiler at the jail.

4-14-20-3-d-1

2. Inventory Transactions - Disposal and Surplus of Property (Staff Recommends Approval).

4-14-20-3-d-2

3. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

The attached list of open purchase requisitions is recommended for approval.

Commissioner Burgess moved, with a second by Commissioner Butler, to Approve items 1 through 3 under Financial. The motion carried unanimously 5 – 0.

e. CONTRACTS AND AGREEMENTS

1. Approval of the Deed and Right-of-Way Transfer for Parcel 101 to the Florida Department of Transportation (FDOT) for the SR 50 Widening Project (FDOT Project No. 435859-3) (Staff Recommends Approval).

The State of Florida Department of Transportation (FDOT) proposes to construct State Road No. 50, Section No. 18030, Financial Project No. 435859-3, in Sumter County, Florida, within the limits of the Hernando/Sumter County Line/US 301 to East of CR 478A. CR 757 will be realigned to intersect SR 50 at ninety-degrees as part of the SR 50 widening project. ROW is required to achieve this realignment. Parcel 101 is the pavement and ROW of CR 757, where it currently intersects SR 50. FDOT requires this parcel for flood plain compensation and to complete the ROW acquisition for the SR 50 project. The transfer of Parcel 101 is in the best interest of the County, and FDOT has made application to Sumter County to execute and deliver to the FDOT a Deed and Resolution, in favor of the State of Florida, and said request having been duly considered. This item was approved at 5:17 p.m. The related resolution is 2020-13.

4-14-20-3-e-1

2. Approval of the Perpetual Easement for Parcel 803 to the Florida Department of Transportation (FDOT) for the SR 50 Widening Project (FDOT Project No. 435859-3) (Staff Recommends Approval).

The State of Florida Department of Transportation (FDOT) proposes to construct State Road No. 50, Section No. 18030, Financial Project No. 435859-3, in Sumter County, Florida, within the limits of the Hernando/Sumter County Line/US 301 to East of CR 478A. CR 757 will be realigned to intersect SR 50 at ninety-degrees as part of the SR 50 widening project. ROW and easements are required to achieve this realignment. Parcel 803 is the pavement and ROW of CR 757, consisting of approximately 0.973 acres, more or less. FDOT requires a perpetual easement on this parcel for flood plain compensation for the SR 50 project. Awarding this perpetual easement on Parcel 803 is for transportation purposes which are in the public and community interest and for the public welfare; and FDOT has made application to Sumter County to execute and deliver to the FDOT a Perpetual Easement, in favor of the State of Florida, and said request having been duly considered. This item was approved at 5:17 p.m. The related resolution is 2020-14.

4-14-20-3-e-2

3. Approve Change Order #1 for the Contract with Shenandoah General Construction for ITB # 033-0-2019/RS, Sumter County Stormwater Pipe Assessment, and Repair Within The Villages (Staff Recommends Approval).

ITB 033-0-2019/RS, Sumter County Stormwater Pipe Assessment and Repair Project within The Villages was awarded to Shenandoah General Construction on August 13, 2019, with the budgetary cap of \$750,000.00. The Base Bid of this project is \$922,722.50. During the term of the contract, Shenandoah General Construction removed and replaced a portion of the 48-inch corrugated metal pipe at Canal Street at Odell Circle because of a pipe failure. The pipe repair work affected the landscaping and pavement markings. This change order adds these items to the project. The contract costs will not change, and the contract duration remains the same.

4-14-20-3-e-3

4. Award and Enter into Contract with Ranger Construction Industries, Inc. for ITB 012-0-2020/RS Sumter County C-478 Widening Between US 301 and SR 471 (Staff Recommends Approval).

ITB 012-0-2020/RS Sumter County C-478 Widening between US 301 and SR 471 was broadcasted on 2/25/2020. Bids were due on 3/26/2020 at 2:30 p.m. and opened at 2:35 p.m. in Room 102 of The Villages Sumter County Service Center. Five (5) bids were received from the following contractors: 1. Ranger Construction Industries, Inc. (\$4,498,933.97); 2. Anderson Columbia Company, Inc. (\$4,681,012.61); 3. CWR Contracting, Inc. (\$4,780,898.20); 4. Art Walker Construction, Inc. (\$5,604,994.29); and 5. D.A.B. Constructors, Inc. (\$6,788,888.88). The Selection Committee met and agreed to recommend to the BOCC to enter into contract with Ranger Construction Industries, Inc.

4-14-20-3-e-4, 4-14-20-3-e-4-Agreement, 4-14-20-3-e-4-ITB, 4-14-20-3-e-4-Anderson Submittal, 4-14-20-3-e-4-AWCI Submittal, 4-14-20-3-e-4-CWR Submittal, 4-14-20-3-e-4-DAB Submittal, 4-14-20-3-e-4-Ranger Submittal

5. Contract Amendment #3 Between the Florida Department of Corrections Work Squad #W1106 and the Sumter County Board of County Commissioners (Staff Recommends Approval).

The Florida Department of Corrections ("Department") and the Sumter County Board of County Commissioners ("Agency") have contracted for the use of inmate labor in work programs since the early nineties. The cost for the service of this squad is being held constant through this renewal. Public Works recommends approval of the following: Renewal of the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its final renewal option; renew the contract for one (1)

year effective 9/1/2020 through 8/31/2021 according to Section I., A., Contract Term. Except as expressly modified by this Extension Agreement, all other terms and conditions of the original Agreement remain in full force and effect for the Agreement. Revises Revised Addendum A, third line, is hereby revised to read: Interagency Contract Number W1106, Amendment #3 effective September 1, 2020.

4-14-20-3-e-5

6. Extend Contract Agreement with Skyline Elevator, Inc. for On-Call Elevator Services (Staff Recommends Approval).

On May 9, 2017, the BOCC approved to award and entered into a contract with Skyline Elevator, Inc. for RFP 009-0-2017/RS On-Call Elevator Services. The term of the agreement commenced on May 9, 2017, and expired on May 8, 2018, with the option to renew for an additional two (2) one-year terms. On October 24, 2017, the BOCC approved to add one new location, The Villages Sumter County Public Safety Center, to the on-call elevator services. On May 8, 2018, the BOCC approved the first renewal to the contract agreement to commence on May 9, 2018, and terminate on May 8, 2019. On April 23, 2019, the BOCC approved the final renewal to the contract agreement to commence on May 9, 2019, and terminate on May 8, 2020. At this time, Sumter County Public Works supports extending the contract agreement through September 30, 2020. The extension will allow the vendor to be in line with contracts expiring at the end of fiscal years.

4-14-20-3-e-6

7. Funding Revisions to the State of Florida Department of Health Funding Related to the Sumter County Health Department Contract for FY 2019/20 (Staff Recommends Approval).

Enclosed is the report of the funding revisions for the Florida Department of Health contract for the Sumter County Health Department for the fiscal year 2019-2020 budget. The contract specifies that either party may increase or decrease funds to the contract upon written notification to the other party. The attached document from the Department of Health includes:

- * An updated summary of funding revisions
- * Page 2 of the contract reflecting updated funding adjustments
- * Revised Attachment II, Part I
- * Revised Attachment II, Parts II and III, incorporating the changes indicated in the summary and covering the period subsequent to the contract amendment.

4-14-20-3-e-7

8. Proposal for Schematic Design and Construction Documents for Bushnell Property Appraiser Generator Replacement (Staff Recommends Approval).

On 1/14/2020, The Board of County Commissioners approved to award and enter into contract negotiations with the Lunz Group for RFQ 053-0-2019/RS Sumter County On-Call Architectural and Engineering Services. The Lunz Group submitted a proposal for the Bushnell Property Appraiser Generator Replacement Project.

Scope of Work:

1. Site visit to document existing conditions
 2. Electrical Design
 3. Plumbing Design
 4. Construction Documents to include drawings and specifications
 5. Permitting and Construction Administration
 - Submit building permit set
 - Provide responses to all building department comments
 - Respond to contractor's questions and review submittals
 - Architect and/or Engineer shall make two site visits during construction
- Tasks 1-5 (\$5,800.00)
Reimbursable Allowance (\$500.00)
TOTAL COST (\$6,300.00)

4-14-20-3-e-8

9. Reduce Contract RFQ 017-0-2018/RS, Sumter County Jail Expansion Design-Build Services, (\$1,157,445.48) for Owner Provided Purchase Orders Associated with the Owner Direct Purchase Program (ODP) (Staff Recommends Approval).

Present contract amount is \$16,414,896.30 with a deduction of \$1,157,445.48 for a new balance of 15,257,450.82. The deductive amount includes the actual amount of the owner issued purchase orders. The current estimated tax savings are approximately \$285,428.43

4-14-20-3-e-9

10. Reduce Contract ITB 051-0-2019/RS, West Wildwood Fire Station #33 (\$18,524.15) For Owner Provided Purchase Orders Associated with the Owner Direct Purchase Program (ODP) (Staff Recommends Approval).

The present contract amount is for \$ \$2,375,710.00 with a deduction of \$18,524.15 for a new balance of \$2,357,185.85. The deductive amount includes the actual amount of the owner issued purchase orders. The current estimated tax savings are approximately \$4,070.32.

4-14-20-3-e-10

11. Approval of Change Order #1 for the Contract with Pave-Rite, Inc. for ITB 032-

0-2019/RS, Sumter County Spring Flow Avenue and SR 44 Turn Lane/Median Improvements (Staff Recommends Approval).

ITB 032-0-2019/RS, Sumter County Spring Flow Avenue new roadway, and SR 44 turn lane/median improvements were awarded to Pave-Rite, Inc. on July 23, 2019, with the base bid of \$773,302.40. The contractor Pave-Rite, Inc., requested an 83 calendar day time extension for delays outside of their control. Items included; industry-wide drainage structures procurement backorder, water and force main testing inspection delays, FDOT lane closure restrictions, directional bore redesign, inclement weather delays, and holidays. After negotiations, 73 additional days will be added to the contract time. Ten days of liquidated damages will be assessed on the final invoice. The contract costs will decrease by \$16,650.00 in liquidated damages, and the contract duration will be increased by 83 calendar days.

4-14-20-3-e-11

Commissioner Gilpin moved, with a second by Commissioner Burgess, to Approve items 1 through 11 under Contracts and Agreements. The motion carried unanimously 5 – 0.
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f. GENERAL ITEMS FOR CONSIDERATION

1. Resolution Requesting the Lake-Sumter Metropolitan Planning Organization (LSMPO) to Adopt Incorporate Sumter County's List of Priority Projects (LOPP) (Staff Recommends Approval).

Commissioner Burgess highlighted this item. The list in the attached resolution (2020-15) has been set aside by the MPO during this time due to the pandemic. However, unless the State of Florida sets this item aside, it must be approved by the June.

4-14-20-3-f-1

2. Resolution Supporting the Scenic Sumter Heritage Byway Gaining a National Scenic Byway Designation (Staff Recommends Approval).

The related resolution is 2020-16.

4-14-20-3-f-2

3. State Housing Initiatives Partnership (SHIP) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

Mr. and Mrs. Cobb received assistance on November 4, 2016, to repair their home. Staff received a payoff check from New Frontier Title on March 25, 2020.

4-14-20-3-f-3

4. Satisfaction of Civil Restitution Lien for Brian Woodrow Wilson (Staff Recommends Approval).

On January 14, 2020, a Civil Restitution Lien for case 2017 CF 463 was ordered in the amount of \$50.00, for Brian Woodrow Wilson. On March 23, 2020, County Finance received cash in the amount of \$50.00, to satisfy the balance of said lien.

4-14-20-3-f-4

5. Satisfaction of Civil Restitution Lien for Holly Anne Preston (Staff Recommends Approval).

On May 21, 2018, a Civil Restitution Lien for case 2018 CF 1439 was ordered in the amount of \$50.00, for Holly Anne Preston. On March 19, 2020, County Finance received a money order in the amount of \$50.00, to satisfy the balance of said lien.

4-14-20-3-f-5

6. Satisfaction of Civil Restitution Lien for Edwin Lazaro Merced (Staff Recommends Approval).

On February 11, 2020 a Civil Restitution Lien for case 2019 CF 245 was ordered in the amount of \$100.00, for Edwin Lazaro Merced. On February 25, 2020, County Finance received cash in the amount of \$100.00, to satisfy the balance of said lien.

4-14-20-3-f-6

7. Satisfaction of Civil Restitution Lien for Marcia Aris Langston (Staff Recommends Approval).

On October 19, 2018, a Civil Restitution Lien for case 2018 MM 1488 was ordered in the amount of \$250.00, for Marcia Aris Langston. On March 27, 2020, County Finance received cash in the amount of \$250.00, to satisfy the balance of said lien.

4-14-20-3-f-7

8. Satisfaction of Civil Restitution Lien for Jose Martinez Briseno (Staff Recommends Approval).

On February 11, 2020, a Civil Restitution Lien for case 2019 CF 198 was ordered in the amount of \$50.00, for Jose Martinez Briseno. On March 3, 2020, County

Finance received a money order in the amount of \$50.00, to satisfy the balance of said lien.

4-14-20-3-f-8

9. State of Emergency Declaration Extension Sumter County Board of County Commissioners (Staff Recommends Approval).

4-14-20-3-f-9

Commissioner Butler moved, with a second by Commissioner Gilpin, to Approve items 1 through 9 under General Items for Consideration. The motion carried unanimously 5 – 0.

4. ADJOURN

The meeting adjourned at 5:19 p.m.

DRAFT

SPECIAL CALLED
MEETING

BOARD OF COUNTY COMMISSIONERS

APRIL 21, 2020

The Board of Sumter County Commissioners (BOCC/Board) convened in a special called meeting on Tuesday, April 21, 2020, at the Sumter County Service Center in Wildwood, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1 ; Doug Gilpin, District No. 2 (via remote access); Don Burgess, District No. 3; Garry Breeden, Vice Chairman, District No. 4 (via remote access); and Steve Printz, Chairman, District No. 5 (via remote access). The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; William Kleinsorge, Finance Director (via remote access); and Caroline Alrestimawi, Deputy Clerk. Commissioner Printz called the meeting to order at 5:00 p.m. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. Local State Of Emergency Declaration (Staff Recommends Approval).

Bradley Arnold, County Administrator, noted that as of today, there are 153 cumulative COVID-19 cases in Sumter County, with 105 of those removed from the isolation list, 34 hospitalizations and 11 deaths. Mr. Arnold also referred to the Summary of Activities, which is attached below.

4-21-20-State of Emergency Declaration Ext, 4-21-20-COVID Summary of Activities

Commissioner Butler moved, with a second by Commissioner Burgess, to approve the Local State Of Emergency Declaration Extension. The motion carried 5 - 0.

2. Adjourn

The meeting adjourned at 5:03 p.m.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Affordable Housing Advisory Committee (AHAC) Vacancy (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 4/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept. **Administrative Services**

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The purpose of the AHAC is to:

- Review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government.
- Recommend specific actions or initiatives to the Board of County Commissioners to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
- Serve as the Citizen Advisory Task Force (CATF) for Community Development Block Grants.

The committee shall follow the guidelines mandated in Section 420.9076 and Section 290.0426, Florida Statutes and Rule Chapter 73C-23, Florida Administrative Code.

The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. Pursuant to the terms of any Interlocal agreement, a county and municipality may create and jointly appoint an advisory committee. The local action adopted pursuant to S. 420.9076, which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one representative from at least six of the categories below:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

housing.

- (h) A citizen who actively serves on the local planning agency pursuant to S.163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Triennially, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, ordinances, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances and other policies. At a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on, and triennially thereafter evaluates the implementation of, affordable housing incentives in the following area:

- (a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in S. 163.3177 (6) (f) 3.
- (b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- (c) The allowance of flexibility in densities for affordable housing.
- (d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- (e) The allowance of affordable accessory residential units residential zoning districts.
- (f) The reduction of parking and setback requirements for affordable housing.
- (g) The allowance of flexible lot configurations, including zero-lot-line configurations, for affordable housing.
- (h) The modification of street requirements for affordable housing.
- (i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- (j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- (k) The support of development near transportation hubs and major employment centers and mixed-used developments.

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Sector Position	Status	Term
Building Industry	Diana Couillard	7/12/2018 - 7/12/2020
Essential Service Personnel	Robert Hanson	7/12/2018 - 7/12/2020
For-profit Housing Provider	Priscilla Lewis	7/12/2018 - 7/12/2020
Sumter County Resident	Karen C. Davis	7/12/2018 - 7/12/2020
Areas of Labor Activity	Vacant	7/12/2019 - 7/12/2021
Banking Industry	Samantha Crane	7/12/2019 - 7/12/2021
Low Income Advocate	Sandra Woodard	7/12/2019 - 7/12/2021
Non-profit Housing Provider	Gene Barton	7/12/2019 - 7/12/2021
Real Estate Professional	Danny Smith	7/12/2019 - 7/12/2021
Local Planning Agency	Karl Holley	7/12/2019 - 7/12/2021
Employer Representative	Matthew Yoder	7/12/2019 - 7/12/2021
Alternate	Michelle Purl	7/12/2018 - 7/12/2020

Prepared by: Charlene Pittman **Grammarly Check**

Sec. 12-47. - Sumter County Affordable Housing Advisory Committee.

(a) *Establishment, purpose and intent.* There is hereby created the Sumter County Affordable Housing Advisory Committee (hereinafter referred to as the "committee" or "advisory committee"), whose members shall be appointed by resolution of the board of county commissioners. The local action adopted pursuant to F.S. § 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least eight (8) but not more than eleven (11) committee members and specify their terms. Six (6) members shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The committee must consist of one (1) representative from at least six (6) of the categories listed below:

- (1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
- (3) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;
- (4) A citizen who is designated as an advocate for low-income persons in connection with affordable housing;
- (5) A citizen who is a for-profit provider of affordable housing;
- (6) A citizen who is a not-for-profit provider of affordable housing;
- (7) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (8) A citizen who actively serves on the local planning agency of the county;
- (9) A citizen chosen by the board of county commissioners from any profession or occupation;
- (10) A citizen who represents employers within the jurisdiction;
- (11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

All members must be full-time residents of Sumter County, Florida.

With regard to the occupation requirements noted above, if an individual cannot be found in the noted occupations that has a "connection with affordable housing," then such an individual may be chosen without regard to any connection with affordable housing.

- (b) *Term.* Six (6) initial members shall serve three-year terms following their appointment, while the remaining initial members shall serve two-year terms following their appointment. All members or their successors may thereafter be appointed for two-year terms at the sole discretion of the board of county commissioners. If a member is unable to finish his or her term, his or her replacement shall serve the remainder of the departed member's existing term before being eligible for an appointment to a new two-year term. Alternates shall serve a term of two (2) years.
- (c) *Meetings.* Meetings shall be held monthly for the first year of committee existence and quarterly, or more frequently, as necessary thereafter. The committee shall comply with the Florida Government in the Sunshine Law, the Florida Public Records Laws including F.S. ch. 119, and the special provisions regarding notice of plan considerations found in F.S. ch. 420. Minutes of the meeting will be kept by Sumter County staff and the meetings shall be recorded via audio recording.
- (d) *Officers.* The committee shall annually elect a chairperson, vice chairperson, and such other officers as it deems necessary. The chairperson is charged with the duty of conducting the meeting in a manner consistent with Florida law and Roberts Rules of Order.

(e) *Support.* Administrative and facility support for advisory committee shall be provided by the board of county commissioners and housing services staff.

(f) *Duties.* The advisory committee shall have the following duties:

(1) Review established policies and procedures, ordinances, land development regulations, and the adopted county comprehensive plan, and recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions; those creations of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions. Triennially, the advisory committee shall make recommendations on affordable housing incentives in the following areas to the board of county commissioners:

- a. The processing of approvals of development orders or permits, for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. § 163.3177(6)(f)3.
- b. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- c. The allowance of flexibility in densities for affordable housing.
- d. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- e. The allowance of affordable accessory residential units in residential zoning districts.
- f. The reduction of parking and setback requirements for affordable housing.
- g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- h. The modification of street requirements for affordable housing.
- i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- k. The support of development near transportation hubs and major employment centers and mixed-use developments.

The committee recommendations must also include other affordable housing incentives identified by the advisory committee. The committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be advertised in a newspaper of greatest general circulation in Sumter County.

(2) The committee shall serve as the Community Development Block Grant Citizen Advisory Task Force (CATF), pursuant to F.S. § 290.046. The committee shall meet as the CATF as needed to review and monitor Community Development Block Grant projects consistent with the requirements of 73C-23.0041(5)(d), Florida Administrative Code.

(Ord. No. 2015-12, § 1(Exh. A), 7-28-15; Ord. No. 2016-07, § 3(Exh. A), 5-24-16)

Sec. 6-22. - Construction Industry Licensing Board of Sumter County.

There is hereby established and continued the Construction Industry Licensing Board of Sumter County which shall hereinafter be referred to as the "licensing board."

- (a) *Powers and duties.* The primary responsibilities of the licensing board shall be as follows:
- (1) To evaluate and approve/disapprove contractors for local licensing via the issuance of competency cards, except when a contractor applies for a competency card through the reciprocity procedures set forth in section 6-29. When a contractor applies for a competency card through the reciprocity procedures of this code, the building official shall be responsible for the approval/disapproval of such applications.
 - (2) To act in the capacity of an impartial hearing board for complaints against licensed contractors and to discipline said licensed contractors when warranted.
 - (3) To act in the capacity of an impartial hearing board on reports of unlicensed contractor activity, and to refer said reports to the board when warranted.
- (b) *Appointment, terms and attendance of members.*
- (1) *Appointment.* The licensing board shall consist of five (5) members appointed by the board of county commissioners. Each member shall be a legal, bona fide resident of the county and meet all other appointee requirements established by the board. Membership shall be consistent with 61G4-20.001(1)(b) of the Florida Administrative Code. All contractors appointed shall hold an active competency card or a state certificate of competency.
 - (2) *Terms.* The term of office for each member of the licensing board shall be three (3) years. Each member of the licensing board shall serve until his or her successor is qualified and begins serving on the licensing board. Members of the licensing board shall be eligible for re-appointment.
 - (3) *Attendance.* Licensing board members serve at the pleasure of the board and may be suspended or removed for cause. If any member fails to attend two (2) of three (3) successive meetings without cause and approval of the chair, the licensing board may, by majority vote, declare that member's position vacant and notify the board, who shall promptly fill such vacancy. A member who ceases to be a resident of the county, or a contractor member who does not hold a current license, shall be automatically dismissed.
 - (4) *Officers.* The licensing board shall elect from among its members a chairman and vice-chairman annually. Officers shall serve for a term of one (1) year, with eligibility for subsequent re-election.
 - (5) *Meetings.* The licensing board shall meet at 6:00 p.m. on an as-needed basis at the designated location at which the board conducts its scheduled business. Applicants will be notified of the specific meeting date and location through the letter of notification sent to the applicant by the department. The department shall furnish a secretary who shall maintain written or electronically produced minutes of each meeting and provide clerical services for the licensing board. The county attorney or county attorney designee (also an attorney) shall be present at all meetings. Meetings may be rescheduled to a date certain if a quorum, is not available, or, in the alternative, if the building official finds the scheduled agenda items are not of an urgent nature, the issues for consideration shall be added to the next scheduled licensing board meeting agenda.
 - (6) *Quorum and voting.* A quorum for the licensing board shall consist of a simple majority of the duly appointed members. All members of the licensing board shall vote on each motion that comes before the board, unless a legally recognized conflict of interest exists, in which case a conflict of interest form shall be filed with the licensing board secretary, thus excusing said member from voting on any such matter.

(7) *Rules and regulations.* The licensing board may establish and adopt rules and regulations, in compliance with this article, for the conduct of its members and shall include such actions in the written minutes of the meeting.

(Ord. No. 2009-03, 3-10-09; Ord. No. 2015-11, § 3, 6-23-15; Ord. No. 2017-04, § 3A, 2-28-17; Ord. No. 2018-06, § 3, 2-27-18)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Public Safety Coordinating Council Vacancies (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Regular Meeting

DATE OF MEETING: 4/28/2020

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: Administrative Services

BUDGET IMPACT: _____

FUNDING SOURCE: _____

Type: N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Chapter 951.26 Florida Statutes provides that each Board of County Commissioners (BOCC) shall establish a county Public Safety Coordinating Council. Chapter 394.657 allows each BOCC to designate the existing Public Safety Coordinating Council as the Planning Council.

The chairperson of the Board of County Commissioners, or another County Commissioner as designee, shall serve as the chairperson of the council until the council elects a chairperson from the membership of the council.

Sector

Member

State Attorney

Brad King

Public Defender

Mike Graves

Chief Circuit Judge

William Hallman III

Chief County Judge

Paul Militello

Chief Correctional Officer

Major Reece Thompson

Sheriff

William Farmer

Police Chief

Vacant

State Probation Administrator (4-year term)

Susan Cizmadia

Court Administration

Lorna Barker

BOCC Commissioner

Doug Gilpin

Director of County Probation (4-year term)

Bradley Arnold

Director of Local Substance Abuse Program (4-year term)

Jonathan Cherry

Director of Community Mental Health

Vacant

DCF Mental Health Representative

Vacant

Consumer of Mental Health Services

Vacant - Selected by Community
Mental Health Director

Consumer of Community-Based Treatment Services

Vacant - Selected by Community
Mental Health Director

Consumer of Substance Abuse Services

Vacant - Selected by Community
Mental Health Director

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

Family Member of Consumer of Treatment Services	Vacant – Selected by Community Mental Health Director
Homeless Program/Housing Representative	Vacant
Director of Detention Facility of Juvenile Justice	Vacant
Chief Probation Officer of Juvenile Justice	Vacant
Jobs Program Representative (4-year term)	Vacant

The positions designated above as four-year terms will be a term from November 22, 2016 - November 22, 2020.

Prepared by: Charlene Pittman

Grammarly Check

SUMTER COUNTY RESOLUTION 2018- 25

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY,
FLORIDA DESIGNATING THE SUMTER COUNTY PUBLIC SAFETY COORDINATING
COUNCIL AS THE SUMTER COUNTY PLANNING COUNCIL**

WHEREAS, The Sumter County Public Safety Coordinating Council established by Florida Statutes 951.26 is to meet at the call of the chairman of the committee for purpose of assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded, and

WHEREAS, Such recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county, and

WHEREAS, Each Board of County Commissioners shall designate the county public safety coordinating council or designate another criminal or juvenile justice mental health and substance abuse council or committee, as the planning council or committee as established in Florida Statutes 394.657, and

WHEREAS, the Board of County Commissioners may assign any entity to prepare the application on behalf of the county administration for submission to the Criminal Justice, Mental Health, and Substance Abuse Statewide Grant Review Committee for review.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County Florida, as follows:

Sumter County hereby designates the Sumter County Public Safety Coordinating Council as the Sumter County Planning Council for the purpose of:

- 1. Making a formal recommendation to the Board of County Commissioners regarding how the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program may best be implemented within a community.**
- 2. Assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded.**
- 3. Recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.**

DONE and RESOLVED at Bushnell, Sumter County, Florida this 10th day of April 2018.

Effective Date. This Resolution shall take effect on April 16, 2018.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

Attest:



Caroline AlRestimawi

**Caroline AlRestimawi
Deputy Clerk**

Al Butler

**Al Butler
Chairman**

SUMTER COUNTY RESOLUTION 2013- 39

A RESOLUTION OF SUMTER COUNTY, FLORIDA, RE-ESTABLISHING A COUNTYWIDE LIBRARY SYSTEM ADVISORY BOARD, PROVIDING TERMS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of Board of County Commissioners to provide open public library services for all the citizens of Sumter County consistent with the Interlocal Service Boundary Agreements with the Cities of Bushnell, Center Hill, Webster, and Wildwood and;

WHEREAS, Section 125.01 (f), Florida Statutes, gives the Board of County Commissioners of Sumter County the authority to provide libraries as a matter of great public interest, and;

WHEREAS, it is desirable to have a countywide library system advisory board in order to provide recommendations of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida, as follows:

1. The currently appointed members of the formerly established Sumter County Public Library Advisory Board (SCPLAB) are hereby removed without prejudice.
2. There is hereby established the SCPLAB meeting the purpose of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services
3. The membership shall be composed of five (5) at-large voting members and one (1) ex-officio member that is the Sumter County Library Single Administrative Head.
4. The at-large voting members shall be appointed by the Sumter County Board of Commissioners for a term of two years commencing October 1, 2013.

PASSED, ADOPTED AND APPROVED THIS 27th day of August 2013.

Effective Date. This resolution supersedes February 14, 2012 Resolution and shall take effect on August 27, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA



Connie Webb, D.C.
Connie Webb

Doug Gilpin
By: Doug Gilpin, Chairman

**SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Sumter County Tourist Development Council (TDC) Vacancy (Board's Option).

REQUESTED ACTION: Board's Option

Meeting Type: Select Meeting Type **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: _____
FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

t to Section 125.0104(4), Florida Statute, Sumter County established The Sumter County Tourist Development Council, indicating the intention of the county to consider the enactment of an ordinance levying and imposing the Tourist Development Tax.

The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three or more than four, shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed.

Sector	Position Status	Term
Chair	Doug Gilpin	
RV/Motel Owner/Operator	Raquel Nacaxe	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Vacant	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Bobby Hunt	11/01/2018 - 11/01/2022
Tourist Industry	Rebecca Morrison	11/01/2016 - 11/01/2020
Tourist Industry	Evelyn Stetler	11/01/2018 - 11/01/2022
Tourist Industry	Ronald McMahan	11/01/2018 - 11/01/2022
Municipality	Don Levens	11/01/2018 - 11/01/2022
Sub-County Taxing Dist. Municipality(Large)	Joe Elliott	11/01/2016 - 11/01/2020

Prepared by: Brenda Schlak **Grammarly Check**

Sec. 14-7. - Tourist development tax.

- (a) *Definitions.* The definitions as set forth in F.S. § 125.0104(2)(b) are incorporated into this section by reference.
- (b) The original county tourist development tax plan developed by the county tourist development council and submitted to the board of county commissioners on August 17, 2004, was hereby adopted. The exhibit A to the county tourist development tax plan under Ordinance 2013-08 shall be amended to read as stated in "Exhibit A" attached hereto and incorporated as if stated fully herein. This amendment shall take effect upon recording with the Secretary of State by the Sumter County Clerk, on a date no later than October 1, 2018.
- (c) There is hereby levied and imposed within the entire area of the county, a tourist development tax in the amount of two (2) percent of each dollar and major fraction of each dollar of the total consideration charged for lease or rental of properties as set forth in F.S. § 125.0104(3).
- (d) There is hereby created a permanent county tourist development council as set forth in F.S. § 125.0104(4)(e).
- (e) All revenues derived from the tourist development tax, if approved, shall be utilized consistent with the provisions of F.S. § 125.0104 and the tourist development tax plan adopted herein.

(Ord. No. 2004-25, §§ 1—3, 5, 6, 8-31-04; Ord. No. 2010-22, § 1, 11-23-10; Ord. No. 2013-08, § 1, 07-09-13; Ord. No. 2018-17, § 3, 6-26-18)

Editor's note— Ord. No. 2004-25, adopted Aug. 31, 2004 and passed at an election held Nov. 2, 2004, did not specifically amend the Code. Hence, its inclusion herein as section 14-7 was at the discretion of the editor.

Editor's note— Exhibit A as referenced above has not been set out, but may be inspected at the county office.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Budget Amendment A-16 (FY 2019/20) Adjust road projects to actual revenue and expenses in the Secondary Trust Fund (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: 0

Type: Annual **FUNDING SOURCE:** Secondary Trust Fund
EXPENDITURE ACCOUNT: Secondary Trust Fund

HISTORY/FACTS/ISSUES:

This budget amendment is needed to realign actual revenues and expenses for budgeted projects in the Secondary Trust Fund.

Prepared by: Michelle Bishop **Grammarly Check**

BOARD OF SUMTER COUNTY COMMISSIONERS
BUDGET AMENDMENT

FISCAL YEAR: 2019-2020

AMENDMENT #: A-16
AGENDA DATE 4/28/2020

FUND NAME	ACCOUNT TYPE	ACCOUNT TITLE	ACCOUNT NUMBER	CURRENT BUDGET	REVENUE		EXPENDITURE		AMENDED BUDGET
					INCREASE	DECREASE	INCREASE	DECREASE	
Secondary Trust Fund	Revenue	C-478 LAP SAFETY IMPROVEMENTS-CURVES GRANT	106-331485	\$ 991,377		\$ 180,377			\$ 811,000
Secondary Trust Fund	Revenue	CR462 SAFETY IMPR FR CR475 TO US301	106-331487	\$ 519,686		\$ 281,652			\$ 238,034
Secondary Trust Fund	Revenue	ARRA C-470 FM OUTFALL CAN TO SR44	106-331495	\$ 750,000		\$ 750,000			\$ -
Secondary Trust Fund	Revenue	SCOP CR-48 WITHLACOOCHEE RIVER BRIDGE #1...	106-334471	\$ 50,000		\$ 41,029			\$ 8,971
Secondary Trust Fund	Revenue	SCOP Morse Blvd Rehab (1000 LF S of Stillwater Roundabot	New Acct Number	\$ -	\$ 91,928				\$ 91,928
Secondary Trust Fund	Expenditure	SCOP CR-48 JUMPER CREEK BRIDGE #184008	106-340-541-6321	\$ 10,000			\$ 8,967		\$ 1,033
Secondary Trust Fund	Expenditure	SCOP CR-48 WITHLACOOCHEE RIVER BRIDGE #1...	106-340-541-6322	\$ 82,048			\$ 70,314		\$ 11,734
Secondary Trust Fund	Expenditure	SCOP CR-470 LAKE PANASOFFKEE OUTLET BRID...	106-340-541-6323	\$ 59,009			\$ 58,196		\$ 813
Secondary Trust Fund	Expenditure	SCOP CR-476 WITHLACOOCHEE REHAB BRIDGE #...	106-340-541-6324	\$ 74,048			\$ 73,235		\$ 813
Secondary Trust Fund	Expenditure	CR462 SAFETY IMPR FR CR475 TO US301	106-340-541-6309	\$ 519,686			\$ 49,446		\$ 470,240
Secondary Trust Fund	Expenditure	C-478 LAP SAFETY IMPROVEMENTS-CURVES	106-340-541-6346	\$ 823,300			\$ 126,000		\$ 949,300
Secondary Trust Fund	Expenditure	TRAFFIC MANAGEMENT SYSTEM	106-340-541-6331	\$ 1,083,540			\$ 740,540		\$ 343,000
Secondary Trust Fund	Expenditure	SCOP Morse Blvd Rehab (1000 LF S of Stillwater Roundabot	New Acct Number	\$ -		\$ 91,928			\$ 91,928
Secondary Trust Fund	Expenditure	C466A EB REHAB CANAL DR TO MORSE BLVD	106-340-541-6362	\$ 500,000			\$ 188,950		\$ 311,050
Secondary Trust Fund	Expenditure	CR 245E, 245A 246 INTERSECTION PAVEM...	106-340-541-6348	\$ 191,000			\$ 50,465		\$ 140,535
Secondary Trust Fund	Expenditure	RESURFACE C475N FR MARION CTY LN TO C466 POW	106-340-541-6366	\$ 1,381,169			\$ 286,250		\$ 1,094,919
Secondary Trust Fund	Expenditure	SIGNAL AT C462 & INSPIRATION DR (DEVELOPER)	106-340-541-6367	\$ 450,000			\$ 450,000		\$ -
Secondary Trust Fund	Expenditure	RESERVE FOR ROAD PROJECTS	106-991-999-9331	\$ 12,910,828			\$ 597,305		\$ 13,508,133

Totals	\$ 91,928	\$ 1,253,058	\$ 815,233	\$ 1,976,363
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Total Budget Change \$ -

EXPLANATION: This budget amendment is needed to realign actual revenues and expenses for budgeted projects in the Secondary Trust Fund.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: _____
 Effective Date: Termination Date: _____
 Managing Division / Dept: **Purchasing**

BUDGET IMPACT: _____
FUNDING SOURCE: _____

Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The attached list of open purchase requisitions is recommended for approval. In accordance with the County's Purchasing Policies and Procedures, purchase requests \$25,000 and over must be approved by the Sumter County Board of County Commissioners.

The attached Open Requisitions Report is recommended for approval.

Prepared by: **Becky Segrest** **Grammarly Check**

SUMTER BOARD OF COMMISSIONERS
Open Requisitions Report

Only Possession Groups :BOCC Minimum Amount: 9,999,999.00-

Approval Group	Requisition No	Requisition Interface	Approval Status	Fiscal Year	EMG	Initiator	Creation Date	Last Action By	Possession	Requisition Total
FSREV	00019657	PO	Waiting	2020	No	ESCANLON	04/09/20	BARNOLD	BOARD APPROV	423,959.00
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	411,959.00	411,959.00	G/L: 001-180-537-3130 V: 682-UNIV OF FLA BOARD OF TRUSTEES						
Description: Salaries for IFAS Employees										
2	1.00	12,000.00	12,000.00	G/L: 001-180-537-4000 V: 682-UNIV OF FLA BOARD OF TRUSTEES						
Description: Agents Travel expenses per diem										
HOUSING	00019685	PO	Waiting	2020	No	JBAILEY	04/17/20	BARNOLD	BOARD APPROV	93,508.50
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	93,508.50	93,508.50	G/L: 119-553-554-3446 V: 1032-LEWIS BROTHERS INC						
Description: Demolition/Reconstruction assistance for Rondricka Nelson										
EM	00019683	PO	Waiting	2020	No	JBAILEY	04/17/20	BARNOLD	BOARD APPROV	384,777.00
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	384,777.00	384,777.00	G/L: 001-130-525-6400 V: 7730-MOTOROLA SOLUTIONS, INC						
Description: Equipment and Si/services for MPLS radio project.										
HOUSING	00019709	PO	Waiting	2020	No	JBAILEY	04/22/20	BARNOLD	BOARD APPROV	93,883.50
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	93,883.50	93,883.50	G/L: 119-553-554-3446 V: 1032-LEWIS BROTHERS INC						
Description: Demolition/Reconstruction assistance for Guadalupe & Julia Vela										
DIV	00019673	PO	Waiting	2020	No	JRICE	04/15/20	BARNOLD	BOARD APPROV	149,480.11
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	149,480.11	149,480.11	G/L: 106-340-541-6346 V: 8918-EISMAN & RUSSO, INC						
Description: Construction Engineering Inspection for C-476 Safety Improvement LAP Project 4399-1-68-01										
DIV	00019681	PO	Waiting	2020	No	JRICE	04/17/20	BARNOLD	BOARD APPROV	199,435.50
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	199,435.50	199,435.50	G/L: 001-340-541-4631 V: 7191-AKCA INC						
Description: Pavement Marking Services										
DIV	00019687	PO	Waiting	2020	No	JRICE	04/17/20	BARNOLD	BOARD APPROV	785,165.23
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	785,165.23	785,165.23	G/L: 106-340-541-6346 V: 4167-C.W. ROBERTS CONTRACTING, INC						
Description: Resurfacing Project for C-478 from US 301 to the City of Center Hill Southern Limits ITB 009-0-2019/RS										
FM	00019651	PO	Waiting	2020	No	JVALDEZ	04/08/20	BARNOLD	BOARD APPROV	96,308.04
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	96,308.04	96,308.04	G/L: 308-100-523-6239 V: 8833-GLOBAL SECURITY GLAZING LLC						
Description: Owner Direct Purchase for the Sumter County Jail Expansion										
FM	00019697	PO	Waiting	2020	No	JVALDEZ	04/21/20	BARNOLD	BOARD APPROV	39,600.00
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	39,600.00	39,600.00	G/L: 308-100-523-6239 V: 8943-THE SHERWIN-WILLIAMS CO						
Description: Owner Direct Purchase for Sumter County Jail Expansion										
FM	00019698	PO	Waiting	2020	No	JVALDEZ	04/21/20	BARNOLD	BOARD APPROV	58,193.28
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	58,193.28	58,193.28	G/L: 308-100-523-6239 V: 8944-WINSUPPLY ORLANDO, FL CO						
Description: Owner Direct Purchase for the Sumter County Jail Expansion										
FM	00019705	PO	Waiting	2020	No	JVALDEZ	04/22/20	BARNOLD	BOARD APPROV	67,300.00
Line	Qty	Unit Price	Ext Price	Vendor / G/L Account						
1	1.00	67,300.00	67,300.00	G/L: 308-100-523-6239 V: 8946-FABCOR, INC						
Description: Owner Direct Purchase for the Sumter County Jail Expansion										

Only Possession Groups :BOCC Minimum Amount: 9,999,999.00-

Approval Group	Requisition No	Requisition Interface	Approval Status	Fiscal Year	EMG	Initiator	Creation Date	Last Action By	Possession	Requisition Total
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** Totals ** Count: 11

2,391,610.16

Approved By: _____ Date: _____

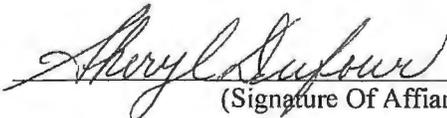
The Villages[®] DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

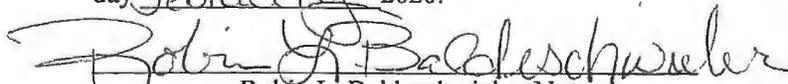
Before the undersigned authority personally appeared **Sheryl Dufour** who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a **Legal Ad # 932329** in the matter of **INVITATION TO BID**, was published in said newspaper in the issues of

FEBRUARY 21, 2020

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

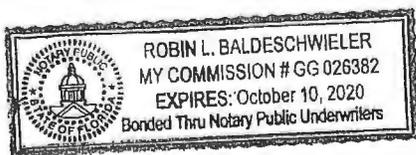

(Signature Of Affiant)

Sworn to and subscribed before me this 21st
day February 2020.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____

Attach Notice Here



INVITATION TO BID (ITB)

Notice is hereby given that the Sumter County Board of County Commissioners (BOCC) will receive bids for the following: "ITB #009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project"

Bid information is available upon request by calling (352) 689-4400, by coming to The Villages Sumter County Service Center, Suite 200, 7375 Powell Road, Wildwood, FL 34785, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this invitation to bid must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Mrs. Becky Segrest,
Assistant Purchasing
Agent/Logistics Manager
Mailing Address:
7375 Powell Road, Wildwood,
FL 34785
E-mail:
Becky.Segrest@sumtercountyfl.gov
Fax: (352) 689-4401

The deadline for submission of questions relating to this bid shall be March 6, 2020, by 5:00 p.m. A copy of the bid must be obtained in order to view the items being requested by the BOCC.

All bids are due by 2:00 p.m. on March 27, 2020, to the address listed above. Late submittals will be unopened. ITB submittals must be clearly marked: "ITB #009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project."

Upon submission, all bids will become the property of the BOCC, who has the right to use any or all ideas presented in any packages submitted in response to this ITB, whether or not the bid is accepted. Bids will be opened at 2:05 p.m. on March 27, 2020, in Conference Room 110 of The Villages Sumter County Service Center, Wildwood, FL 34785.

The Selection Committee shall meet on April 1, 2020, at 10:30 a.m. in Conference Room 110 of The Villages Sumter County Service Center to review and discuss the bids.

The Selection Committee's recommendation will be presented to the BOCC meeting on April 28, 2020.

SUMTER COUNTY BOARD OF
COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
#932329 FEBRUARY 21, 2020

ITB 009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project - Bid Opening Minutes

The meeting was held on 3/27/20 at 2:05 p.m. in Room 102 located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Becky Segrest, Assistant Purchasing Agent/Logistics Manager, and Emily Morrison, Purchasing Technician were present on behalf of the Purchasing Division.

Becky Segrest opened the meeting and read aloud the remaining ITB dates as follows:

- Selection Committee meeting will be held on 4/1/20 at 10:30 a.m. in Room 102.
- Recommendations to award and enter into contract will go to the Sumter County Board of County Commissioners on 4/28/20.

Becky stated that all items on the Bid Document Checklist will be verified. If any items are omitted or found to be non-compliant then the Purchasing Agent will be notified and will determine if the Bid is responsive or non-responsive.

Five (5) bid packages were received on time and opened. One Statement of "No Bid" was received from Ranger Construction Industries, Inc.

The ITB requirements were verified as follows:

ITB Requirements	Pave-Rite, Inc.	CWR Contracting, Inc.	Art Walker Construction, Inc.	Anderson Columbia Company, Inc.	D.A.B. Constructors, Inc.
Mandatory: Must Accompany Submittal					
1 original bid	Included	Included	Included	Included	Included
Bid Cover Page	Included	Included	Included	Included	Included
Bidder Certification/Addenda Acknowledgement Form	Included	Included	Included	Included	Included
Statement of General Terms and Conditions	Included	Included	Included	Included	Included
Statement of Contractor's Experience and Personnel	Included	Included	Included	Included	Included
Drug Free Work Place Certificate	Included	Included	Included	Included	Included
Statement of Public Entity of Crimes	Included	Included	Included	Included	Included
Bid/Price Form	Included \$931,995.00	Included \$785,165.23	Included \$1,284,478.00	Included \$900,967.67	Included \$844,444.44
Exceptions/Deviations	Included	Included	Included	Included	Included
5% Bid Bond/Pay Performance Bond	Included	Included	Including	Included	Included
Exhibit D – Certification of Current Capacity (Form 525-010-46)	Included	Included	Including	Missing	Included
Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)	Included	Included	Including	Missing	Included
Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)	Included	Included	Including	Missing	Included
Exhibit G – Debarment (Form 375-030-32)	Missing	Included	Included	Missing	Included
Anti-Collusion Statement	Included	Included	Included	Included	Included
Hold Harmless Agreement	Included	Including	Included	Included	Included
Additional Required Documents					
3 Printed Copies	Included	Missing 1 Copy	Included	Missing 3 Copies	Included
E-Verification Certification Form	Included	Included	Included	Included	Included
Electronic Signature Page of the E-Verify MOU	Included	Included	Missing	Included	Included
Bid Document Checklist	Included	Included	Included	Included	Included
Certification of Insurability	Included	Included	Included	Included	Included

Pave-Rite, Inc. and Anderson Columbia Company, Inc. failed to submit all of the required federal forms and were deemed non-responsive.

The meeting adjourned at 10:53 a.m.

STATEMENT OF "NO BID"
ITB #009-0-2019/RS

If you do not intend to submit a bid for this project, please complete and return this form prior to date shown for receipt of bids to: BOCC, 7375 Powell Road, Suite 200, Wildwood, FL 34785.
Attn: Mrs. Becky Segrest

We, the undersigned, have declined to submit a bid for your **ITB #009-0-2019/RS SUMTER COUNTY C-478 FROM US 301 TO THE CITY OF CENTER HILL SOUTHERN LIMITS RESURFACING PROJECT** for the following reasons:

- Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)
- Insufficient time to respond to Request for Bid.
- We do not offer this product/s or equivalent.
- Remove us from your Contractor's list for this commodity or service.
- Our product schedule would not permit us to perform to specifications.
- Unable to meet specifications.
- Unable to meet insurance requirements.
- Specifications unclear (please explain below).
- Competition restricted by pre-approved owner standards.
- Other (please specify below or attach a separate sheet).

Remarks:

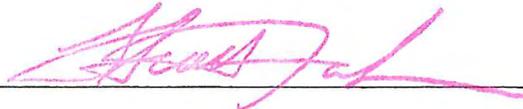
Amount of projects to bid exceeds our resources to bid all project

We understand that if this "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the BOCC for future projects or commodities.

Company Name: Ranger Construction Industries, Inc.

Address: 1200 Elboc Way, Winter Garden, FL 34787

Signature and Title:



Telephone Number (407) 749-6266 Date 3/26/2020

① Pave-Rite, inc

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form *\$ 931,995.00*
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32) *missing*
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form

1

- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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② CWR Contracting, Inc.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

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- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized *Statement of Public Entity Crimes*
- Bid / Price Form \$ 785,165.23
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32)
- Anti-Collusion Statement
- Hold Harmless Agreement

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- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety. missing 1 copy
- E-Verify Certification Form

2

- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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③ Art Walker Construction, Inc.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form \$ 1,284,478.00
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32)
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form

3

- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date. *missing*
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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(A)

Anderson Columbia Company, Inc.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form *\$ 900,967.67*
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32)
- Anti-Collusion Statement
- Hold Harmless Agreement

} missing

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety. *missing 3 copies*
- E-Verify Certification Form

4

Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.

Bid Document Checklist of Items Required to be Submitted

A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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⑤ DAB Constructors, Inc.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized *Statement of Public Entity Crimes*
- Bid / Price Form \$ 844,444.44
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32)
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form

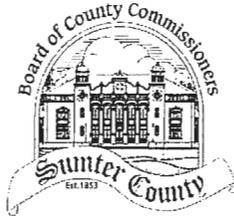
5

- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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Board of Sumter County Commissioners
7375 Powell Road
Wildwood, FL 34785
PHONE: (352) 689-4400 FAX: (352) 689-4401
E-mail: becky.segrest@sumtercountyfl.gov

Addendum #1 for ITB 009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing

Date: March 10, 2020

Questions are in black and answers are in red.

1. Do you have CADD files available for this project? CADD files are available, but they are not signed and sealed, nor should they be used for bidding. CADD files should only be used as a reference. The following link contains the CADD files.
<https://www.dropbox.com/transfer/AAAAAI8V-9vmcizK1as45fGt6smMl-GZrViAi18BVNjzpPoyUnrnJqo>
2. Do you have the original/first generation PDF plans available? The plans provided have been scanned in a way that doesn't allow them to be vectorized. Original/first generation PDF plans are available, but they are not signed and sealed, and they should not be used for bidding. The sign and sealed plans should be used for bidding purposes. The following link contains the requested PDF plans.
https://www.dropbox.com/transfer/AAAAABEVWmtkbRYUh--Z7_0Dj_KuBBP0vv_PZpy6H3wqr7mNBZ2IKJE
3. What is the estimated budget for this project? Estimate Total Construction Cost = \$970,700.00

Selection Committee Meeting Minutes for ITB 009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project.

The meeting was held on April 1, 2020 at 10:30 a.m. in Room 102 located at The Villages Sumter County Service Center, 7375 Powell Road, Wildwood, FL 34785.

Shailesh Patel, Assistant Public Works Director, Donny Wade, Construction and Traffic Inspector and Steven Cohoon, Engineer were present on behalf of the Selection Committee.

Becky Segrest, Assistant Purchasing Agent/Logistics Manager and Emilly Morrison, Purchasing Technician, were present on behalf of the Purchasing Division.

Becky announced that the recommendation of the Selection Committee will go to the Sumter County Board of County Commissioners (BOCC) for award and to enter into a contract on April 28, 2020.

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award and enter into contract with CWR Contracting, Inc. as the lowest responsive/responsible bidder.

The meeting adjourned at 10:42 a.m.

SIGN – IN SHEET

DATE: 4-1-20

TIME: 10:30 am Room 102

BID/RFP/RFQ NAME: ITB009-0-2019 / RS Sumter
County 478 from US 301 to the
City of Center Hill Southern
Limits Resurfacing Proj @

- Pre-Bid/Proposal/Qualifications Meeting
- Bid/RFP/RFQ Opening
- Selection Committee Meeting
- Vendor Presentations / Selection Committee Meeting

Please list all the companies you are representing beside your name.

NAME

COMPANY

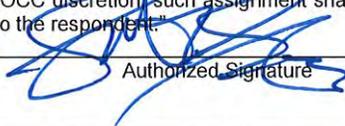
<u>Emilee Morrison</u>	<u>Bocc - Purchasing</u>
<u>Becky Segrest</u>	<u>Bocc - Purchasing</u>
<u>Danby Wash</u>	<u>PUBLICWORKS</u>
<u>[Signature]</u>	<u>Bocc -</u>
<u>Shailesh Patel</u>	<u>Bocc/PW</u>

PART 4
BID DOCUMENTS

INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization:	CW Roberts Contracting, Inc.
Federal Employer Identification Number (FEIN):	59-1683951
State of Florida License Number (If Applicable):	CGC1508536
Name of Contact Person:	Stuart Savoy
Title:	Vice President
E-Mail Address:	ssavoy@cwrcontracting.com
Mailing Address:	4208 CR 124A
Street Address (if different):	
City, State, Zip:	Wildwood, FL 34785
Telephone:	(352) 330-2540
Fax:	(352) 689-0217
Organizational Structure – Please Check One:	
Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>	
If Corporation:	
Date of Incorporation:	01/19/1976
State of Incorporation:	Florida
States Registered in as Foreign Corporation:	N/A
Authorized Signature:	
Print Name:	Stuart Savoy
Signature:	
Title:	Vice President
Phone:	(352) 330-2540
<i>This document must be completed and returned with your Submittal.</i>	

BIDDER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT			
DUE DATE: March 27, 2020	DUE TIME: 2:00 P.M.	ITB # 009-0-2019/RS		
TITLE: SUMTER COUNTY C-478 FROM US 301 TO THE CITY OF CENTER HILL SOUTHERN LIMITS RESURFACING PROJECT				
CONTRACTOR NAME: CW Roberts Contracting, Inc.	PHONE NUMBER: (352) 330-2540			
CONTRACTOR MAILING ADDRESS: 4208 CR 124A	FAX NUMBER: (352) 689-0217			
CITY/STATE/ZIP: Wildwood, FL 34785	E-MAIL ADDRESS: ssavoy@cwrcontracting.com			
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."</p>				
<u>1 3/10/2020</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			3/27/2020 _____ Date	
Stuart T Savoy - Vice President _____ Authorized Agent Name, Title (Print)		 _____ Authorized Signature		
<i>This document must be completed and returned with your Submittal</i>				

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a Proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

INDEMNIFICATION: Indemnify

and Insurance and Sovereign Immunity. Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Contractor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damages allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. Contractor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

PROHIBITION OF LOBBYING: During the black-out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or Information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (IBID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Contractor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Contractors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest hereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Contractor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Contractor shall acknowledge receipt of such addenda in the space provided. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Contractor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/BID Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The Contractor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Contractors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Contractors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

By signing this form, the Contractor/Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud. IT IS AGREED BY THE UNDERSIGNED CONTRACTOR/CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S/CONTRACTOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR/CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS.

PROPOSER RESPONSIBILITY: Invitation by the Board to Contractors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com ((800) 711-1712) or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

CONTRACTOR RESPONSIBILITY: Contractors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Contractor shall have the burden

of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

BOARD OF SUMMER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Contractor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards for Public Works ITBs and the electronic submission stamp of all other responses will establish the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit to BOCC a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Contractor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a Contractor within thirty (30) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least thirty (30) calendar days after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Board shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposal/Bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (Contractor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Contractor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED

3/27/2020

(Signature and Date)

This document must be completed and returned with your Submittal.

STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your bid).

CONTRACTOR: CW Roberts Contracting, Inc.

DATE: 3/27/2020

1. How many years has your organization been in business as a general contractor under your present business name? 44 years

2. List all previous business names of your organization:
N/A
N/A

3. How many years of experience in general contracting? 44 years
 Prime Contractor 44 years Subcontractor 44 years

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
Robert Flowers - President	
Stuart T Savoy - Vice President	
Robert DeLisle - Secretary/Chief Financial Officer	

5. Have you ever failed to complete any work awarded to you in the last 3 years?
 Yes _____ No XX. If yes, where and why?
N/A
N/A

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

	Stanley McKinsey	Paving Superintendent
Name	Runs Paving Crew	11
Type of Work	Yrs. Experience	Yrs. With Firm

Name	Billy Joiner	Paving Project Manager
	Oversees All Paving Projects	Position 1
Type of Work		Yrs. Experience 17 Yrs. With Firm 1

Name	Terry Overcash	Operations Manager
	Oversees All Project Operations	Position 1
Type of Work		Yrs. Experience 20 Yrs. With Firm 1

Name	Chad Schindehette	Project Manager
	Oversees All Projects	Position 2
Type of Work		Yrs. Experience 24 Yrs. With Firm 2

Name	Stuart Savoy	Division VP
	Runs Central Florida Division	Position 19
Type of Work		Yrs. Experience 19 Yrs. With Firm 19

2. List/describe five (5) construction contracts that you currently have.

Project	Buena Vista Boulevard Phase 2	Sumter Co
		Location
Date	10/18/2019	\$4,027,202.96
		Contract Amount
Project Architect Contact Name and Phone Number	N/A	
Owner's Contact Name and Phone Number	Sumter County Public Works (352) 689-4400	

Project	Morse Boulevard Phase 2	Sumter Co
		Location
Date	10/18/2019	\$3,066,768.84
		Contract Amount
Project Architect Contact Name and Phone Number	N/A	
Contact Name and Phone Number	Sumter County Public Works (352) 689-4400	
Project	Florida Crossroads Commerce Parkway	Marion County
		Location
Date	02/04/2020	\$4,710,511.35
		Contract Amount

N/A

Project Architect Contact Name and Phone Number
Marion County Board of County Commissioners (352) 671-8444
Contact Name and Phone Number

SW 49th Court	Marion County
Project	Location
02/04/2020	\$2,919,320.70
Date	Contract Amount
Project Architect Contact Name and Phone Number	
Marion County Board of County Commissioners (352) 671-8444	
Contact Name and Phone Number	

CR 326 Reclamation	Marion County
Project	Location
08/22/2019	\$2,566,003.08
Date	Contract Amount
N/A	
Project Architect Contact Name and Phone Number	
Marion County Board of County Commissioners (352) 671-8444	
Contact Name and Phone Number	

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CONTRACTOR'S AFFIDAVIT

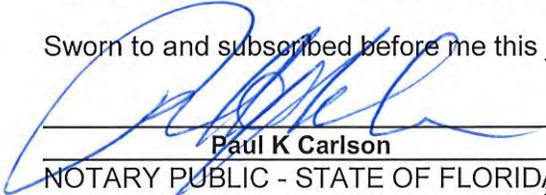
State of Florida
County of Sumter

Before me personally appeared Stuart Savoy who is (title)
Vice President

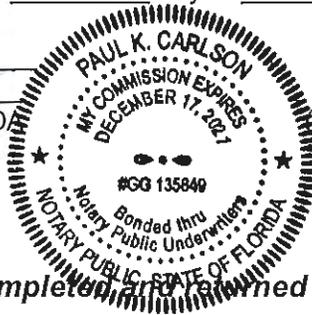
of (the company described herein) CW Roberts Contracting, Inc. being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known XX or Produced Identification N/A

Sworn to and subscribed before me this 27 day of March, 2020


Paul K Carlson

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)



Print Name of Notary Public)

(seal)

This document must be completed and returned with your Submittal

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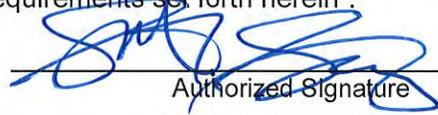
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

CW Roberts Contracting, Inc.

(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".


Authorized Signature

3/27/2020

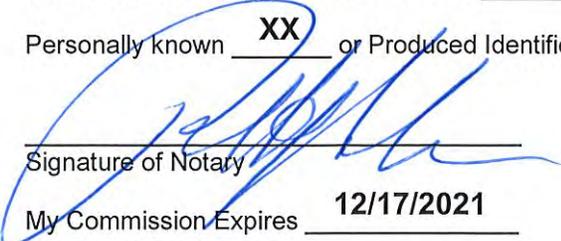
Date Signed

State of: Florida

County of: Sumter

Sworn to and subscribed before me this 27 day of March, 2020

Personally known XX or Produced Identification N/A
(Specify Type of Identification)


Signature of Notary

My Commission Expires 12/17/2021

(seal)



This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB 009-0-2019/RS
for C-478 Resurfacing-US 301 to Center Hill.

2. This sworn statement is submitted by CW Roberts Contracting, Inc.
(Name of entity submitting sworn statement)

whose business address is:

4208 CR 124A
Wildwood, FL 34785

Its Federal Employer Identification Number (FEIN) is 59-1683951. (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: N/A.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.
5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity or crime; or
 - (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XX Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Contractor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted Contractor list. (Please describe any action taken by or pending with the Department of General Services.)

Sworn to and subscribed before me this 27 day of March, 2020.

Personally Known XX

OR produced identification N/A

N/A

Type of identification produced _____

(Signature)

Notary Public – State of Florida

My commission expires 12/17/2021

Paul K Carlson
(Printed, typed or stamped
Commissioned name of notary public)



This document must be completed and returned with your Submittal

PART 6: EXHIBITS
EXHIBIT A: BID FORM

Sumter County Safety Improvements - C-478- Bid Form

ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	TOTAL COST
101 1	MOBILIZATION	1	LS	\$102,550.00	\$102,550.00
102 1	MAINTENACE OF TRAFFIC	1	LS	\$52,100.00	\$52,100.00
104 10 3	SEDIMENT BARRIER	14,903	LF	\$1.55	\$23,099.65
110 1 1	CLEARING AND GRUBBING	6.1	AC	\$1,060.00	\$6,466.00
110 7 1	MAILBOX, F&I SINGLE	23	EA	\$130.70	\$3,006.10
120 1	REGULAR EXCAVATION	2,890.50	CY	\$4.25	\$12,284.63
120 6	EMBANKMENT	2,646	CY	\$13.65	\$36,117.90
160 4	TYPE B STABILIZATION	8,660	SY	\$7.00	\$60,620.00
285 701	OPTIONAL BASE, BASE GROUP 01 (TYPE B-12.5 ONLY)	5,807	SY	\$23.55	\$136,754.85
327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	13,548	SY	\$1.70	\$23,031.60
334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	527	TN	\$121.00	\$63,767.00
337 7 82	ASPH CONC FC TRAFFIC C, FC-9.5, PG 76-22	1,080	TN	\$110.30	\$119,124.00
339 1	MISCELLANEOUS ASPHALT PAVEMENT	139	TN	\$135.45	\$18,827.55
536 73	GUARDRAIL REMOVAL	259	LF	\$6.50	\$1,683.50
570 1 2	PERFORMANCE TURF, SOD	22,453.00	SY	\$3.00	\$67,359.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	40	AS	\$302.95	\$12,118.00
700 1 60	SINGLE POST SIGN, REMOVE	39	AS	\$33.05	\$1,288.95
701 18 101	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, WHITE, SOLID 6"	1.98	GM	\$8,815.00	\$17,453.70
701 18 201	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, YELLOW, SOLID 6"	1.92	GM	\$8,815.00	\$16,924.80
701 18 221	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, YELLOW, SKIP 6"	0.07	GM	\$3,305.00	\$231.35
710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$9,365.00	\$9,365.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	10	LF	\$22.05	\$220.50
711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	1	EA	\$771.15	\$771.15
Total =					\$785,165.23
*	RAISED PAVEMENT MARKINGS Y/Y (APPROX. 246) AND RAISED PAVEMENT MARKERS MONO DIRECTIONAL YELLOW (APPROX. 6) ARE TO BE INCLUDED IN THE PAINTED PAVEMENT MARKINGS BID ITEM, FINAL SURFACE, LUMP SUM - PAY ITEM 710-90. QUANTITIES PLACED MAY EXCEED THE APPROXIMATE QUANTITY, AND SHOULD BE ACCOUNTED FOR IN THE PREVIOUSLY IDENTIFIED LUMP SUM PAY ITEM				

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE C. W. Roberts Contracting, Inc.
3372 Capital Circle NE, Tallahassee, FL 32308

as Principal, hereinafter called the Principal, and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of South Dakota
as Surety, hereinafter called the Surety, are held and firmly bound unto Sumter County Board of County Commissioners
7375 Powell Road, Wildwood, FL 34785

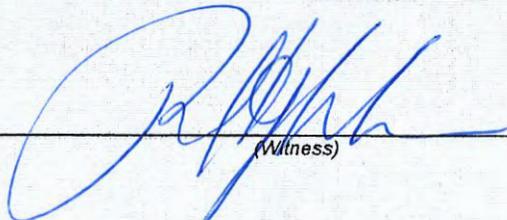
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid
Dollars (\$ 5% of Amount Bid),

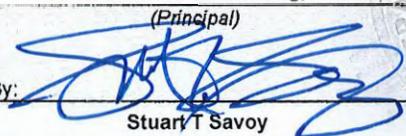
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Sumter County C-478 from US 301 to the City of Center Hill Southern Limits
Resurfacing Project, FP-ID: 439912-1-58-01, FAN: D519 036 B, ITB#: 009-0-2019/RS

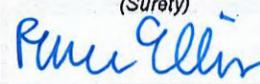
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds; if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of March 2020


(Witness)

C. W. Roberts Contracting, Inc.
(Principal) (Seal)
By: 
Stuart T Savoy Vice President (Title)


Billie Jo Sanders (Witness)

Western Surety Company
(Surety) (Seal)
By: 
Renee Ellis Attorney-In-Fact (Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr, David J Durden, Milton Kopf III, Individually A

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruffat

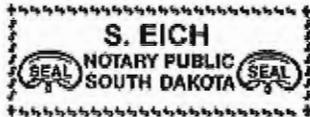
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 19th day of June, 2015, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of March, 2020.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

EXHIBIT D

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on 3/27/2020
(Letting Date)

Fill in your FDOT Vendor Number										
VF	5	9	1	6	8	3	9	5	1	

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) \$ 119,372,976.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 27 day
of March, 20 20

CW Roberts Contracting, Inc.

 NAME OF FIRM
 By: 

Vice President

 Title

C. W. Roberts Contracting, Inc.

Status of Contracts

March 20, 2020

Job #	FY 2018 Description of Project	Gross		Net	Remaining	Remaining	DOT	NON	to Complete
		Contract	Others	Contract	as Prime	as Sub			Revenue
1508	Jefferson County Annual Paving Contract	2,203,401	0	2,203,401	481,886	0	0	481,886	481,886
1516	Russell Park	720,111	0	720,111	0	70,767	0	70,767	70,767
1518	Silas Green Road SCOP	643,766	66,298	577,468	180,853	0	0	180,853	180,853
1529	Kelly Lot of Quincy	137,910	29,823	108,087	3,604	0	0	3,604	3,604
1551	MLK EAST QUINCY RESURFACING	564,975	44,663	520,312	56,370	0	0	56,370	56,370
1555	Smith Creek Road Widening & Re	1,516,467	497,764	1,018,703	1,095,843	0	0	1,095,843	1,095,843
1560	FH 356 LAWHON MILL RD OVER UNSIGNED STI	378,033	35,192	342,841	0	206,292	206,292	0	206,292
1564	COT GLENDALE	309,134	2,194	306,940	7,426	0	0	7,426	7,426
1571	SR 375/377 US 319 SOPCHOPPY HWY E3S48	2,310,742	447,605	1,863,137	2,280,610	0	2,280,610	0	2,280,610
1574	NEAL SUBDIVISION	627,528	47,965	579,563	568,417	0	0	568,417	568,417
1310	SR 30 (US 98) T3579 Walton Co	12,654,305	0	12,654,305	0	6,632,843	6,632,843	0	6,632,843
1374	Walton Co Sports Complex	6,182,860	3,136,229	3,046,631	16,885	0	0	16,885	16,885
1399	30A Multiuse Path CR83-CR283	171,991	0	171,991	0	166,019	0	166,019	166,019
1436	Underbrush 2 Compound A	305,880	13,435	292,445	0	219,580	0	219,580	219,580
1457	Toms Bayou Bridge	219,168	0	219,168	0	196,517	196,517	0	196,517
1473	E3R51, US 98, Destin	4,737,766	1,228,654	3,509,112	867,877	0	867,877	0	867,877
1489	(T3695) SR 20/SR 81	9,878,108	1,519,189	8,358,919	4,439,844	0	4,439,844	0	4,439,844
1493	Watersound Origins Phase 5	12,889,541	942,988	11,946,553	0	8,408,917	0	8,408,917	8,408,917
1515	Advanced Munitions Tech Center	4,171,045	233,107	3,937,938	0	3,061,877	0	3,061,877	3,061,877
1522	PJ Adams Widening	14,899,489	6,328,605	8,570,884	12,694,245	0	0	12,694,245	12,694,245
1568	HENDERSON BEACH / COMMONS DR. SIGNAL	1,170,385	411,830	758,555	1,151,655	0	0	1,151,655	1,151,655
1572	RANGE ROAD 200 DO#20F0036	2,737,581	105,703	2,631,878	2,721,684	0	0	2,721,684	2,721,684
1582	IDLEWOOD DR / IDLEWOOD COURT	149,249	8,400	140,849	148,321	0	0	148,321	148,321
1462	T5630 US 27 Lake Co.	7,678,343	829,206	6,849,137	330,636	0	330,636	0	330,636
1547	CR 473 Paved Shoulders	1,110,130	318,602	791,528	947,000	0	0	947,000	947,000
1556	CR 326 Reclaim (US 27 to NW 90	2,702,693	497,764	2,204,929	1,515,170	0	0	1,515,170	1,515,170
1562	SUMTER COUNTY BUENA VISTA BLVD PH 2	3,809,177	415,995	3,393,182	2,860,700	0	0	2,860,700	2,860,700
1569	LAUREL RUN SUBDIVISION	500,267	60,076	440,191	120,045	0	0	120,045	120,045
1575	FLORIDA CROSSROADS COMMERCE PARK I	4,702,221	2,295,123	2,407,098	4,665,567	0	0	4,665,567	4,665,567
1576	SW 49TH COURT ROAD	2,919,320	1,097,168	1,822,152	2,894,228	0	0	2,894,228	2,894,228
1588	E5V13 Lake County 11 Locations	1,202,041	247,583	954,458	1,194,299	0	1,194,299	0	1,194,299
1590	Morse Blvd Phase 2 Rehabilitat	3,066,768	351,810	2,714,958	3,051,357	0	0	3,051,357	3,051,357
1272	SR 30 (US 98) Flyover	5,905,178	0	5,905,178	0	1,776,207	1,776,207	0	1,776,207
1349	SR 390 T-3529	5,352,994	38,200	5,314,794	0	1,964,485	1,964,485	0	1,964,485
1403	PC FY2018 Street Paving Project	452,174	8,834	443,340	121,487	0	0	121,487	121,487
1459	Terminal Taxiway Expansion	1,001,498	93,653	907,845	33,844	0	0	33,844	33,844
1478	SR390 Jenks to 77 E3Q94	7,149,073	367,172	6,781,901	0	6,126,741	6,126,741	0	6,126,741
1484	SR 388 - Bay County	6,013,316	0	6,013,316	0	5,917,398	5,917,398	0	5,917,398
1490	Titus Road Subdivision	4,764,172	246,689	4,517,483	671,062	0	0	671,062	671,062
1514	SR 79 110 to US 90 E3R84	1,941,475	829,038	1,112,437	516,116	0	516,116	0	516,116
1521	Carillon Beach Road	987,409	285,939	701,470	145,425	0	0	145,425	145,425
1531	Stanford Pointe Apartments	194,285	0	194,285	88,550	0	0	88,550	88,550
1550	CR 162 Resurfacing Project	1,533,092	148,078	1,385,014	476,221	0	0	476,221	476,221
1552	ECP Taxiway E1 Improvements	1,977,820	647,627	1,330,193	1,949,118	0	0	1,949,118	1,949,118
1553	ECP Transient Apron Addition	4,557,134	2,675,766	1,881,368	4,443,197	0	0	4,443,197	4,443,197
1558	PARK PLACE SUBDIVISION	3,301,207	542,875	2,758,332	2,645,904	0	0	2,645,904	2,645,904
1577	US 231 @ 19th ST INTERSECTION E3R78	442,079	164,287	277,792	438,982	0	438,982	0	438,982
1533	Publix	1,286,226	399,079	887,147	0	119,440	0	119,440	119,440
1534	St. Lucie Sports Complex	1,744,944	472,033	1,272,911	0	719,845	0	719,845	719,845
1535	Hemingway Estates	573,997	248,934	325,063	0	224,668	0	224,668	224,668

C. W. Roberts Contracting, Inc.

Status of Contracts

March 20, 2020

Job #	Description of Project	Gross		Net	Remaining	Remaining	DOT	NON	to Complete Revenue
		Contract	Others	Contract	as Prime	as Sub			
1536	Prima Vista Blvd	3,014,507	570,179	2,444,328	1,650,892	0	0	1,650,892	1,650,892
1537	Village on the Commons	527,248	302,716	224,532	0	151,231	0	151,231	151,231
1538	Del Webb At Tradition	1,689,043	0	1,689,043	606,802	0	0	606,802	606,802
1540	Copper Creek	325,247	89,418	235,829	0	89,644	0	89,644	89,644
1541	Harbor Chase	604,501	305,964	298,537	0	134,306	0	134,306	134,306
1542	BK Phase 2	272,239	156,697	115,542	0	248,718	0	248,718	248,718
1544	BK Tax Office	279,641	149,205	130,436	14,594	0	0	14,594	14,594
1546	Copas Veterans Home	886,973	281,861	605,112	0	274,643	0	274,643	274,643
1554	Watermark Assisted Living	2,727,123	1,565,706	1,161,417	0	922,553	0	922,553	922,553
1443	City of Plant City Ph II	1,043,738	369,009	674,729	230,736	0	0	230,736	230,736
1498	US 41/Land O' Lakes Blvd	2,428,232	996,182	1,432,050	131,265	0	131,265	0	131,265
1527	Plant City Airport Runway	3,857,236	1,570,951	2,286,285	769,322	0	0	769,322	769,322
1561	SR 674 E COLLEGE AVE-RAILROAD CROSSING	246,281	152,553	93,728	239,259	0	239,259	0	239,259
1563	BELL SHOALS RD IMPROVEMENTS	3,794,157	17,097	3,777,060	0	3,748,183	0	3,748,183	3,748,183
1565	POLK PARKWAY (SR570) RESURFACING 0-8	13,354,195	3,434,524	9,919,671	12,969,621	0	12,969,621	0	12,969,621
1566	LAKELAND AIRPORT TERMINAL APRON RE	699,430	55,000	644,430	0	233,431	0	233,431	233,431
1567	SR700 (US98) TRIBLY RD ROUNDABOUT	2,675,693	991,327	1,684,366	0	2,657,597	2,657,597	0	2,657,597
1512	Ohio Ave. Roadway Improv.	1,033,767	578,465	455,302	52,754	0	0	52,754	52,754
1559	JLR Treasure Coast	183,774	37,706	146,068	79,435	0	0	79,435	79,435
1570	COUNTRY CLUB ESTATES	395,916	10,300	385,616	10,955	0	0	10,955	10,955
1579	OKEECHOBEE TAX COLLECTOR'S OFFICE	169,915	0	169,915	0	75,931	0	75,931	75,931
1580	CR 68 (MICCO BLUFF)	2,211,758	479,067	1,732,691	2,197,711	0	0	2,197,711	2,197,711
1581	WASTE MGT INC OF FLORIDA	172,400	0	172,400	0	51,236	0	51,236	51,236
1592	City of Pahokee Resurfacing	197,571	4,702	192,869	196,133	0	0	196,133	196,133

EXHIBIT E

375-030-33
PROCUREMENT
10/01

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: **PRIME CONTRACTOR**
C.W. ROBERTS CONTRACTING, INC.

By:  Date: 3/27/2020 Authorized Signature

Title: Stuart Savoy - Vice President

EXHIBIT F

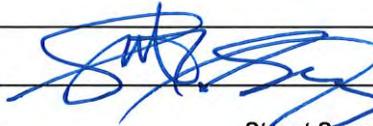
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES NO

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: CW Roberts Contracting, Inc. 4208 CR 124A Wild Wood, FL 34785		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ Congressional District, if known: 4c _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Stuart Savoy</u> Title: <u>Vice President</u> Telephone No.: <u>(352) 330-2540</u> Date (mm/dd/yyyy): <u>3/27/2020</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT G

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: CW Roberts Contracting, Inc.
By: Stuart Savoy 
Date: 3/27/2020
Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ANTI-COLLUSION STATEMENT

By signing this form, the Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: CW Roberts Contracting, Inc.

[Sign in ink in the space provided below]

SIGNED BY: 

TITLE: Vice President

ADDRESS: 4208 CR 124A

CITY & STATE: Wildwood, FL 34785

TELEPHONE: (352) 330-2540

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):	<u>N/A</u>
	<u>N/A</u>

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Contractor 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 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 shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

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

Required insurance 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 stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

CW Roberts Contracting, Inc.

Contractor-Print Name

C-478 Resurfacing-US 301 to Center Hill

Project Name



Signature

3/27/2020

Date

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify /Contractor/SubContractor Certification

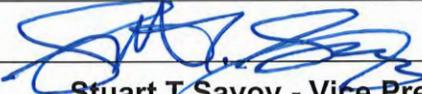
E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Contractors must certify compliance with the federal E-Verify program for all employees hired on or after the date of registration on the Department of Homeland Security website <http://www.dhs.gov/e-verify> by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number and this E-Verify Certification form. In the case of Contractors, this includes obtaining written certification from all sub-Contractors who will participate in the performance of the contract. The certification below has been prepared for all County Contractors to use for this purpose. All sub-Contractor certifications must be kept on file with the contract and made available to the state and/or Sumter County upon request. E-Verify must be obtained prior to the due date established in this formal solicitation.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: CW Roberts Contracting, Inc.

Authorized signature: 

Printed name & Title: Stuart T Savoy - Vice President

Address: 4208 CR 124A, Wildwood, FL 34785

Date: 3/27/2020

Telephone Number: (352) 330-2540

E-mail address: ssavoy@cwrcontracting.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential Sumter County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract Contractor from performing services in any aspect to the Sumter County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

This document must be completed and returned with your Submittal.



Company ID Number: 386152

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer C.W. Roberts Contracting, Inc.	
Treva McKenzie Name (Please Type or Print)	Title
Electronically Signed Signature	01/19/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/19/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	C.W. Roberts Contracting, Inc.
Company Facility Address:	3372 Capital Circle NE Tallahassee, FL 32308
Company Alternate Address:	
County or Parish:	LEON
Employer Identification Number:	591683951

Company ID Number: 386152

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	500 to 999
Number of Sites Verified for:	6
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">FLORIDA 6 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Treva L McKenzie	Fax Number:	(850) 385 - 5420
Telephone Number:	(850) 385 - 5060		
E-mail Address:	tmckenzie@cwrecontracting.com		

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form
- N/A* A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- 5% Bid Bond/Pay Performance Bond
- Exhibit D – Certification of Current Capacity (Form 525-010-46)
- Exhibit E – Certification for Disclosure of Lobbying Activities (Form 375-030-33)
- Exhibit F – Disclosure of Lobbying Activities (Form 375-030-34)
- Exhibit G – Debarment (Form 375-030-32)
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form

- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
 - o All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 3/27/2020

I, Stuart Savoy (name), an authorized officer of CW Roberts Contracting, Inc. (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

INTENTIONALLY LEFT BLANK



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

January 30, 2020

C.W. ROBERTS CONTRACTING, INC.
3372 CAPITAL CIRCLE NE
TALLAHASSEE, FLORIDA 32308

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2021. However, the new application is due 1/31/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SAVOY, STUART THOMAS

C W ROBERTS CONTRACTING INCORPORATED
1740 SE 18TH STREET
BUILDING 900, SUITE 901
OCALA FL 34471

LICENSE NUMBER: CGC1508536

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. C.W. Roberts Contracting, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 3372 Capital Circle NE	Requester's name and address (optional)
6 City, state, and ZIP code Tallahassee, FL 32308	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		1	6	8	3	9	5	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶ **January 10, 2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**SUMTER COUNTY C-478 FROM US 301 TO THE CITY OF CENTER HILL SOUTHERN
LIMITS RESURFACING PROJECT AGREEMENT**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 28TH day of April, 2020, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and CWR Contracting, Inc. (hereafter referred to as "Contractor"), whose address is 4208 CR 124A, Wildwood, Florida 34785.

RECITALS

WHEREAS, the Board has need of professional services for ITB 009-0-2019/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor's response to ITB 009-0-2019/RS Sumter County C-478 from US 301 to the City of Center Hill Southern Limits Resurfacing Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 009-0-2019/RS.
3. The term of this Agreement shall commence on April 14, 2020 and continue in full force for 270 days for substantial completion with 30 calendar days for final completion from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph six (6) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit A, and incorporated herein *in haec verba*. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

- a. For construction services progress payments, 10 percent (10%) of the payment as retainage.
- b. After 50-percent completion of the construction services, the retainage will be reduced to 5 percent (5%) of each subsequent progress payment made to the contractor.
- c. After 50-percent (50%) completion of the construction services, the contractor may request for up to one-half (1/2) of the retainage held by the County. The County will make the payment to the contractor unless the County has grounds for withholding the payment of retainage.

6. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
- c. Contractor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Contractor or keep and maintain public records required by Board.
- d. If Contractor transfers all public records to Board 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 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 Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
- e. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Contractors (if any).
- f. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

10. Contractor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board's personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from Board to Contractor, or its employees, agents or servants. Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Contractor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Contractor as employer is responsible. Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Contractor; (b) require attendance by Contractor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Contractor from working for any other party.
11. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.
12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, 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 non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that

federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.
15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.
16. **Compliance with Licenses, Permits, and Applicable Laws.** In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.
17. **E-Verify:** system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.
18. The Contractor agrees to certify to the Board that Contractor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Contractors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Contractor certifications must be kept on file by the Contractor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debaring the Contractor from performing services for the County.
19. **Conflict of Interest.** Contractor shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.
20. **Corporate Status; Change of Ownership.** If Contractor is a non-governmental, corporate entity:

- a. *Corporate Status.* Contractor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Contractor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.
- b. *Change of Ownership.* Contractor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Contractor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound.** The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution

thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
26. **Time is of the Essence.** Time shall be of the essence of this Agreement.
27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.
28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement 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 Agreement.
29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.
31. **Cooperation; Supplementary Actions.** All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.
32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.
33. **Incorporation of Recitals.** Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid,

addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

35. **Hold Harmless.** To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

<u>FOR THE BOARD</u>	<u>FOR THE CONTRACTOR</u>
Name: Bradley S. Arnold	Name: _____
Address: 7375 Powell Road, Wildwood, FL 34785	Address: _____
Title: County Administrator	Title: _____
Date: _____	Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST: SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
By: Chairman
Date Signed: _____

ATTEST: CWR Contracting, Inc.
By: _____
By:
Date Signed: _____

PART 6: EXHIBITS
EXHIBIT A: BID FORM

Sumter County Safety Improvements - C-478- Bid Form					
ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	TOTAL COST
101 1	MOBILIZATION	1	LS	\$102,550.00	\$102,550.00
102 1	MAINTENACE OF TRAFFIC	1	LS	\$52,100.00	\$52,100.00
104 10 3	SEDIMENT BARRIER	14,903	LF	\$1.55	\$23,099.65
110 1 1	CLEARING AND GRUBBING	6.1	AC	\$1,060.00	\$6,466.00
110 7 1	MAILBOX, F&I SINGLE	23	EA	\$130.70	\$3,006.10
120 1	REGULAR EXCAVATION	2,890.50	CY	\$4.25	\$12,284.63
120 6	EMBANKMENT	2,646	CY	\$13.65	\$36,117.90
160 4	TYPE B STABILIZATION	8,660	SY	\$7.00	\$60,620.00
285 701	OPTIONAL BASE, BASE GROUP 01 (TYPE B-12.5 ONLY)	5,807	SY	\$23.55	\$136,754.85
327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	13,548	SY	\$1.70	\$23,031.60
334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	527	TN	\$121.00	\$63,767.00
337 7 82	ASPH CONC FC TRAFFIC C, FC-9.5, PG 76-22	1,080	TN	\$110.30	\$119,124.00
339 1	MISCELLANEOUS ASPHALT PAVEMENT	139	TN	\$135.45	\$18,827.55
536 73	GUARDRAIL REMOVAL	259	LF	\$6.50	\$1,683.50
570 1 2	PERFORMANCE TURF, SOD	22,453.00	SY	\$3.00	\$67,359.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	40	AS	\$302.95	\$12,118.00
700 1 60	SINGLE POST SIGN, REMOVE	39	AS	\$33.05	\$1,288.95
701 18 101	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, WHITE, SOLID 6"	1.98	GM	\$8,815.00	\$17,453.70
701 18 201	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, YELLOW, SOLID 6"	1.92	GM	\$8,815.00	\$16,924.80
701 18 221	PROFILED THERMOPLASTIC, STANDARD-ASPHALT SURFACES, YELLOW, SKIP 6"	0.07	GM	\$3,305.00	\$231.35
710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$9,365.00	\$9,365.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	10	LF	\$22.05	\$220.50
711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	1	EA	\$771.15	\$771.15
				Total =	\$785,165.23
*	RAISED PAVEMENT MARKINGS Y/Y (APPROX. 246) AND RAISED PAVEMENT MARKERS MONO DIRECTIONAL YELLOW (APPROX. 6) ARE TO BE INCLUDED IN THE PAINTED PAVEMENT MARKINGS BID ITEM, FINAL SURFACE, LUMP SUM - PAY ITEM 710-90. QUANTITIES PLACED MAY EXCEED THE APPROXIMATE QUANTITY, AND SHOULD BE ACCOUNTED FOR IN THE PREVIOUSLY IDENTIFIED LUMP SUM PAY ITEM				

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Enter Into Contract with The Lunz Group RFQ-053-0-2019/RS Sumter County On-Call Architectural and Engineering Services (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: The Lunz Group
Effective Date: 04-28-2020 Termination Date: 04-28-2022
Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: To be determined by task/project

FUNDING SOURCE: To be determined by task/project
EXPENDITURE ACCOUNT: To be determined by task/project

HISTORY/FACTS/ISSUES:

On January 14, 2020, the Board of Sumter County Commissioners approved to award and enter into negotiations with The Lunz Group for RFQ 053-0-2019/RS Sumter County On-Call Architectural and Engineering Services

At this time Facilities and Parks desires to enter into a contract agreement for The Continuing Architect and Engineering Services Contract that will commence on April 28, 2020, and run for two (2) years. At the end of the first two-year period, the contract may be renewed for two one year renewals. The total length of the contract and its renewals will be four (4) years.

The AIA Document B121-2014 Standard Form of Master Agreement Between Owner and Architect for services provided under multiple Service orders is attached for the BOCC's review and approval.

Prepared by: Michael F. Jara Grammarly Check

AIA[®] Document B121[™] – 2014

Standard Form of Master Agreement Between Owner and Architect for services provided under multiple Service Orders

AGREEMENT made as of the Seventeenth (17th) day of April in the year Two Thousand Twenty (2020)
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Board of Sumter County Commissioners
7375 Powell Road, Suite 200
Wildwood, Florida 34785

and the Architect:
(Name, legal status, address, and other information)

The Lunz Group
58 Lake Morton Drive
Lakeland, Florida 33801

for the following:
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Continuing Architectural / Engineering Services for locations within Sumter County, Florida. Each project will be issued via an AIA B221 outlining individual defined tasks for projects up to \$2,000,000.00 in construction value or studies up to \$200,000.00 in fees.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2014, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	ARCHITECT'S RESPONSIBILITIES
3	SERVICE ORDERS
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for two (2) years after the date first written above ("Date of this Master Agreement") with two (2) one-year renewals.

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. An agreed upon Service Order together with this Master Agreement forms a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew as outlined in Section 1.1, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Agreements under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Bruce Atkinson
Facilities and Parks Manager
Public Works
Board of Sumter County Commissioners
7375 Powell Road, Suite 200
Wildwood, Florida 34785

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Bradley T. Lunz
President / CEO
The Lunz Group
58 Lake Morton Drive
Lakeland, Florida 33801

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect may refuse to agree to any Service Order issued by the Owner.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 2.3 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 2.4 The Architect shall maintain the following insurance for the duration of this Master Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.4.1 Commercial General Liability with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) for each occurrence and Four Million Dollars (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.4.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per claim and One Million Dollars (\$ 1,000,000.00) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.4.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.4.1 and 2.4.2.

§ 2.4.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00).

§ 2.4.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Three Million Dollars (\$ 3,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.4.6 Insurance exceeding the requirements set forth in this section 2.4, and required in connection with any individual Service Agreement, shall be set forth in the applicable Service Order.

§ 2.4.7 The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial General Liability, and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ 2.4.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.4. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

§ 2.5 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 3 SERVICE ORDERS

The Architect's services shall be set forth in Service Orders, consisting of AIA Document B221™-2014, Service Order, or such other document as the Owner and Architect may mutually agree upon.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of a Service Agreement without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.1 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, a change in previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .4 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of bidders or persons providing proposals; or
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 5.2 The Owner shall provide information in a timely manner regarding requirements for, and limitations of, each Service Order. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.3 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 Upon execution of each Service Order, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Service Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Sections 8.3 and 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to any Service Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Master Agreement, within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.7.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 7.3 of this Master Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

(Paragraphs deleted)

§ 7.3 Intentionally Omitted

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

§ 8.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 8.8 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Init.

Employee or Category	Rate (\$0.00)
Architect Principal	\$225.00
Staff Architect	\$175.00
Interior Designer	\$135.00
Project Manager	\$159.00
Senior Technical	\$125.00
Junior Technical	\$75.00
Clerical	\$50.00

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Engineering and other consultants to be billed at their standard rates.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 The Architect and Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar expenditures related to the Architect's services.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Compensation for Use of Architect's Instruments of Service

If the Owner terminates a Service Agreement for its convenience under Section 8.5, or the Architect terminates a Service Agreement under Section 8.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes related to the Service Agreement as follows:

None specified at this time.

§ 9.6 Payments to the Architect

§ 9.6.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's *(Paragraphs deleted)* invoice, and no later than Forty-Five (45) days after the invoice date.

§ 9.6.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.6.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement, shall be governed by the law of the place where the Project described in the Service Order is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The terms and conditions included in this Master Agreement shall be applicable to each Service Agreement created pursuant to this Master Agreement. In the event of a conflict between the terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order.

§ 10.10 Indemnification

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User Notes:

(1969510710)

A. To the fullest extent permitted by law, the Architect hereby agrees as follows:

§ 10.10.1 With regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

§ 10.10.2 With regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 9.10.A.1 above).

§ 10.10.3 The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or gross negligent acts, errors or omissions.

§ 10.10.4 Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own gross negligence or willful misconduct.

§ 10.11 Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

§ 10.12 While the Architect shall be liable for its gross negligent acts and errors, the Architect and the Owner hereby agree as follows regarding the Architect's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Architect, the Architect's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Architect be liable for the cost of the labor, equipment, services or materials which the Architect negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Architect may otherwise be liable, the Client agrees that the maximum amount for which the Architect may be responsible or liable is \$10,000.00, or the Architect's fees in relation to this Project, whichever is greater.

§ 10.13 Sole Remedy. It is intended by the parties to this Agreement that the Owner's obligations and Architect's services in connection with the Project shall not subject the Owner's or the Architect's individual shareholders, employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, except in the event of fraud, the Owner and Architect agree that as the sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the Owner's or Architect's individual shareholders, employees, officers or directors.

§ 10.14 Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group (Architect) may not be held individually liable for negligence.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

The Continuing Architect and Engineering Services Contract will commence on April 28, 2020 and run for two (2) years. At the end of the two (2) year period, the contract may be renewed for a one-year renewal, for a total of two (2) renewals.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated Master Agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents listed below:

- .1 AIA Document B121™–2014, Standard Form of Master Agreement Between Owner and Architect
- .2 Intentionally Deleted
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Master Agreement.)

This Master Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ATTEST

By: Deputy Clerk
Caroline AlRestimawi

Date: _____

ARCHITECT *(Signature)*

Bradley T. Lunz, President
(Printed name and title)

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Chairman
Steve Printz

Date: _____

Init.

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND SUMTER COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Sumter County ("Sub-Recipient"), to modify Agreement Number G0067, which began on July 1, 2019 ("the Agreement").

WHEREAS, Executive Order 20-51 dated March 1, 2020, declared a public health emergency for the State of Florida in response to Coronavirus-19 (COVID-19). A Federal declaration (DR4486) was issued by the Federal Emergency Management Agency (FEMA) for all 67 counties in Florida for response to COVID-19. The State of Florida along with all political subdivisions are currently responding to COVID-19 to ensure the safety of its citizens.

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Sub-Recipient under the Emergency Management Performance Grant program of **\$54,894.00**;

WHEREAS, the Agreement will expire on June 30, 2020; and,

WHEREAS, the Division and the Sub-Recipient desire to extend the terms of the Agreement; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and,

WHEREAS, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 8 of the Agreement is hereby amended to read as follows:

This Agreement shall begin July 1, 2019 and shall end on **September 30, 2020** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: SUMTER COUNTY

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Division Director**

Date: _____

PREPARED BY AND RETURN TO:

Carrie N. Felice, Esquire
The Hogan Law Firm LLC
11031 Spring Hill Drive
Spring Hill, Florida 34608
352-686-0334
South Sumter Watershed S-11
Parcel ID S013-018

[Space Above This Line For Recording Data]

PERPETUAL EASEMENT

THIS PERPETUAL EASEMENT made this ____ day of _____, 2019, by **DAVID B. GRIFFIS AND MELANIE K. GRIFFIS as trustees of the DAVID B. GRIFFIS AND MELANIE K. GRIFFIS FAMILY TRUST DATED February 19, 2016** ("Grantor(s)") whose mailing address is 12722 SR 471, WEBSTER, FL 33597, to **SUMTER COUNTY, a political subdivision of the State of Florida**, whose post office address is, 7375 Powell Road, Wildwood, Florida 34785, its successors and assigns, ("Grantee").

WITNESSETH:

WHEREAS Grantor is the fee owner of certain real property situated in Sumter County, Florida which real property is legally described in **Exhibit A**, attached hereto and which includes a portion of property referred to hereinafter as the "Easement Premises"; and

WHEREAS, Grantee is the owner of the water control structure located on Grantor's Property and depicted on **Exhibit B**, attached hereto; and

WHEREAS the parties hereto have determined that it is in their best interest for the Grantor to grant and the Grantee to accept a perpetual easement in and along that portion of Grantor's Property designated herein as the Easement Premises and more specifically described in **Exhibit B** for the purpose of ingress and egress to access its water control structure with workers, machinery and equipment and to operate and maintain the water control structure.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement for the purpose of ingress and egress for workers, machinery and equipment in, over, under, upon and through the Easement Premises, described in **Exhibit B**, attached

hereto and incorporated herein by this reference together with the right by Grantee to enter upon the Grantor's Property to operate and maintain the described Easement Premises and the water control structure located therein, at Grantee's sole risk and without damage to Grantor's remaining property.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

[Signature]
SIGNATURE LINE
PRINT/TYPE NAME: Stephanie Roppel

[Signature]
SIGNATURE LINE
PRINT/TYPE NAME: Jimmy Fudge

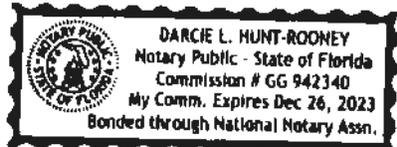
the **DAVID B. GRIFFIS AND MELANIE K. GRIFFIS FAMILY TRUST DATED February 19, 2016**

[Signature]
DAVID B. GRIFFIS, individually and as trustee
[Signature]
MELANIE K. GRIFFIS, individually and as trustee

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 16th day of April, 2020, by **DAVID B. GRIFFIS AND MELANIE K. GRIFFIS, individually and as trustees of the DAVID B. GRIFFIS AND MELANIE K. GRIFFIS FAMILY TRUST DATED February 19, 2016**, by means of physical presence or online notarization, who are personally known to me or who have produced _____ as identification.



[Signature]
Darcie L. Hunt-Rooney
PRINT/TYPE NAME
Notary Public in and for the
County and State last aforesaid.
My Commission Expires:

PURCHASE AGREEMENT
For South Sumter Watershed Maintenance

COUNTY PROJECT: SOUTH SUMTER WATERSHED
COUNTY: Sumter
PARCEL Nos.: **S13-018**
SELLER: **DAVID B. GRIFFIS AND MELANIE K. GRIFFIS AS TRUSTEES OF THE DAVID B. GRIFFIS AND MELANIE K. GRIFFIS FAMILY TRUST DATED 2/19/2016** (hereinafter referred to as "Seller")
BUYER: **SUMTER COUNTY, FLORIDA**, a subdivision of the State of Florida (hereinafter referred to as the "Buyer")

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Real Property being purchased ("Property")

- (a) Estate being purchased: **Perpetual Easement**
- (b) Real property described in Exhibit "A" attached hereto and incorporated herein by this reference and containing an area **7,506 square feet more or less**.
- (c) Personal property: **None**
- (d) Outdoor advertising structure(s) permit number(s): **Not applicable**

Buildings, structures, fixtures and other improvements owned by others: **Not applicable**. These items are NOT included in this agreement. If applicable, a separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a)	Real Property			
	Land	1.	\$	\$6,755.40
	Improvements	2.	\$	\$00.00
	Real Estate Damages	3.	\$	\$00.00
	(Severance/Cost-to-Cure)			
	Perpetual Drainage Easement	4.	\$	\$00.00
	Incentive	5.	\$	\$00.00
		6.	\$	
		7.	\$	
	Total Real Property	8.	\$	\$6,755.40

(b)	Total Personal Property	9.	\$	
(c)	Fees and Costs			
	Attorney Fees	10.	\$	900.00
	Appraiser Fees	11.	\$	
	Fee(s)	12.	\$	
	Total Fees and Costs	13.	\$	
(d)	Total Business Damages	14.	\$	
(e)	Total of Other Costs	15.	\$	
	List:			
	Total Purchase Price		\$	\$7,655.40
(f)	Portion of Total Purchase Price to be paid to Seller by Buyer at Closing		\$	
(g)	Portion of Total Purchase Price to be Paid to Seller by Buyer upon surrender of possession		\$	

III. Conditions and Limitations

- (a) **No Deposit.** There shall be no Deposit required by Sumter County with the execution of this Agreement
- (b) **Contingency for Board Approval.** The enforceability of this Agreement is wholly contingent upon the approval of this Agreement by the Sumter County Board of County Commissioners.
- (c) **Public Disclosure Affidavit.** Seller represents and warrants that it received the Public Disclosure Affidavit Notice required by F.S. 286.23 and that, if applicable, a real estate closing pursuant to the terms of this Agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with Section 286.23, Florida Statutes. I also acknowledge that Buyer has provided me with copies of Section(s) 73.015, 73.071, 73.091, 73.092, Florida Statutes.
- (d) **Seller Representations.** Seller represents and warrants that: (1) that there are no Buildings, structures, fixtures and other improvements owned by others on the subject Property; or (2) that there are no private or governmental actions, suits, proceedings or investigations pending against Seller which could have an adverse effect on the Property.
- (e) **Duty to Maintain.** Seller shall maintain the property described in Section I of this Agreement until the day of closing. The Property shall be maintained in the same condition as existing on the date of this Agreement, except for reasonable wear and tear.

- (f) **Purpose of Acquisition.** The Property described in **Section I** of this Agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes.**
- (g) **Seller's Obligations at Closing.** At the closing, Seller shall:
- (1) Execute, acknowledge and deliver to Buyer a Warranty Deed conveying marketable title to the Property according to applicable Title Standards, which deed shall be in statutory form for recording. Seller shall be liable for all encumbrances not disclosed in the public records;
 - (2) Execute and deliver to the Title Company an affidavit that there have been no changes to the conditions of title from that shown in the Title Commitment in order for the Title Company to delete the "gap" exception;
 - (3) Execute and deliver instruments satisfactory to Buyer and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Seller to Buyer hereunder;
 - (4) Execute and deliver to Buyer and the Title Company a FIRPTA affidavit in form and substance acceptable to Buyer and the Title Company;
 - (5) Execute and Deliver to Buyer a closing statement setting forth the Purchase Price, Deposit, adjustments, proration's and closing costs as set forth herein;
 - (6) Deliver up occupancy of the Property at Closing. Any occupancy beyond closing must be under a separate lease agreement; and
 - (7) Execute and deliver such other documents as may be required by this Agreement.
- (h) **Buyer's Obligations at Closing.** Contemporaneously with the performance by Seller of its obligations at Closing, Buyer shall:
- (1) Execute and deliver to Seller a closing statement setting forth the Purchase Price, adjustments, proration's and closing costs as set forth herein;
 - (2) Execute and deliver such other documents as may be required by this Agreement; and
 - (3) Pay all closing costs, recording fees and title insurance costs related to this transaction.
- (i) **Final Acceptance.** It is mutually acknowledged that this Purchase Agreement is subject to Final Acceptance by the Board of County Commissioners for Sumter County pursuant to Section 119.0711, Florida Statues. A Closing shall not be conducted prior to 30 days from the date this Agreement is signed by Seller and Buyer to allow public review of the transaction. Final Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this Agreement. Final Acceptance shall be evidenced by the signature of Buyer below.

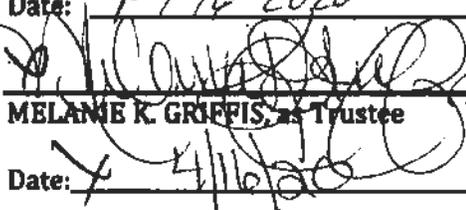
Sellers:



DAVID B. GRIFFIS as Trustee

Date:

4-16-2020



MELANE K. GRIFFIS as Trustee

Date:

4/16/20

Buyer

COUNTY OF SUMTER

By: _____

Signature

Date: _____

Bradley Arnold, County Administrator

IV. FINAL COUNTY ACCEPTANCE

The Buyer has granted Final Acceptance this _____ day of _____ 2020.

By: _____

Bradley Arnold

Bradley Arnold, County Administrator

Legal Review: _____

Date

Exhibit A

The North 1/2 of the North 1/2 of the SE 1/4 of the SE 1/4, less road right-of-way, in Section 13, Township 22 South, Range 22 East, Sumter County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 13, thence S 00°20'27" E along the East boundary of said Southeast 1/4, a distance of 1332.07 feet to the Northeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence N 89°35'16" W along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 13, a distance of 59.55 feet to the West right-of-way line of State Road 471 for a POINT OF BEGINNING; thence S 00°08'57" E along said West right-of-way a distance of 665.83 feet to the South boundary of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence N 89°33'51" W along said South boundary a distance of 1250.13 feet to the Southwest corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence N 00°09'52" W along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 13, a distance of 665.32 feet to the Northwest corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence S 89°35'16" E along the North boundary of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, a distance of 1250.31 feet to the POINT OF BEGINNING.

SUBJECT to an Easement for Flood Control and Water Conservation over the following described parcel:

Commence at the Northeast corner of the Southeast 1/4 of said Section 13, thence S 00°20'27" E along the East boundary of said Southeast 1/4 a distance of 1332.07 feet to the Northeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence N 89°35'16" W along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 13, a distance of 59.55 feet to the West right-of-way line of State Road 471, thence S 00°08'57" E along said West right-of-way, a distance of 665.83 feet to the South boundary of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, thence N 89°33'51" W along the South boundary of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13 a distance of 727.49 feet to the POINT OF BEGINNING; thence continue N 89°33'51" W along said South boundary a distance of 118.52 feet, thence N 22°17'30" E to the North boundary of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 13, a distance of 717.11 feet, thence S 89°35'16" E along the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 13 a distance of 118.54 feet, thence S 22°17'30" W a distance of 717.16 feet to the POINT OF BEGINNING.

**SKETCH OF DESCRIPTION FOR:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SECTION 13, TOWNSHIP 22 SOUTH, RANGE 22 EAST,
SUMTER COUNTY, FLORIDA
"INGRESS AND EGRESS EASEMENT"
STRUCTURE WC-3**



DESCRIPTION:

A STRIP OF LAND 16 FEET IN WIDTH, LYING 8.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE LYING IN SECTION 13, TOWNSHIP 22 SOUTH, RANGE 22 EAST IN SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE ALONG THE EAST BOUNDARY LINE OF THE SOUTH 1/4 OF SAID SECTION 13, S.00°20'27"E., 1332.07 FEET TO THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE DEPARTING SAID EAST BOUNDARY LINE, ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13, N.89°35'16"W., 59.55 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 471 PER STATE ROAD FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 1803-(109)151; THENCE DEPARTING SAID NORTH BOUNDARY LINE, ALONG SAID WESTERLY RIGHT OF WAY LINE, S.00°08'57"E., 8.53 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, N.89°35'16"W., 67.24 FEET; THENCE S.83°38'08"W., 73.70 FEET; THENCE S.80°24'15"W., 84.97 FEET; THENCE S.88°33'09"W., 73.59 FEET; THENCE N.89°21'51"W., 169.69 FEET TO A POINT ON THE EASTERLY BOUNDARY OF FLOOD CONTROL AND WATER CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 293 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND THE POINT OF TERMINUS. CONTAINING 469.18 LINEAR FEET, MORE OR LESS.

THE SIDELINES OF SAID STRIP OF LAND SHALL BE PROLONGED OR SHORTENED SO AS TO BEGIN ON THE WESTERLY RIGHT OF WAY OF STATE ROAD NO. 471 PER STATE ROAD FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 1803-(109) 151, AND AS TO TERMINATE ON THE EASTERLY BOUNDARY OF THE FLOOD CONTROL AND WATER CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3071, PAGE 293 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

NOTES:

1. DATE OF SKETCH: OCTOBER 03, 2019
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE BEARING TO AN ASSUMED BEARING OF S.00°20'27"E., ALONG THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 23 EAST, AS SHOWN ON OFFICIAL RECORDS BOOK 3071, PAGE 293, SUMTER COUNTY, FLORIDA
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.
8. THE PURPOSE OF THIS SKETCH IS TO DEFINE ACCESS FOR SOUTH SUMTER WATERSHED STORMWATER CONTROL STRUCTURE.

LEGEND:

- LINE BREAK
- R/W RIGHT-OF-WAY
- CONC. CONCRETE
- LS LAND SURVEYOR
- LB LICENSED BUSINESS
- NO. NUMBER
- CL CENTERLINE
- P.C. POINT OF CURVATURE
- P.I. POINT OF INTERSECTION
- L ARC LENGTH
- R RADIUS
- Δ DELTA (CENTRAL ANGLE)
- CB CHORD BEARING
- CH CHORD DISTANCE
- o CHANGE IN DIRECTION

****NOTE: THIS IS NOT A SURVEY***

SHEET 1 OF 2

ONE IS NOT COMPLETE
WITHOUT THE OTHER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



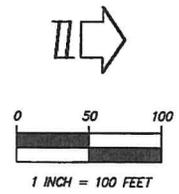
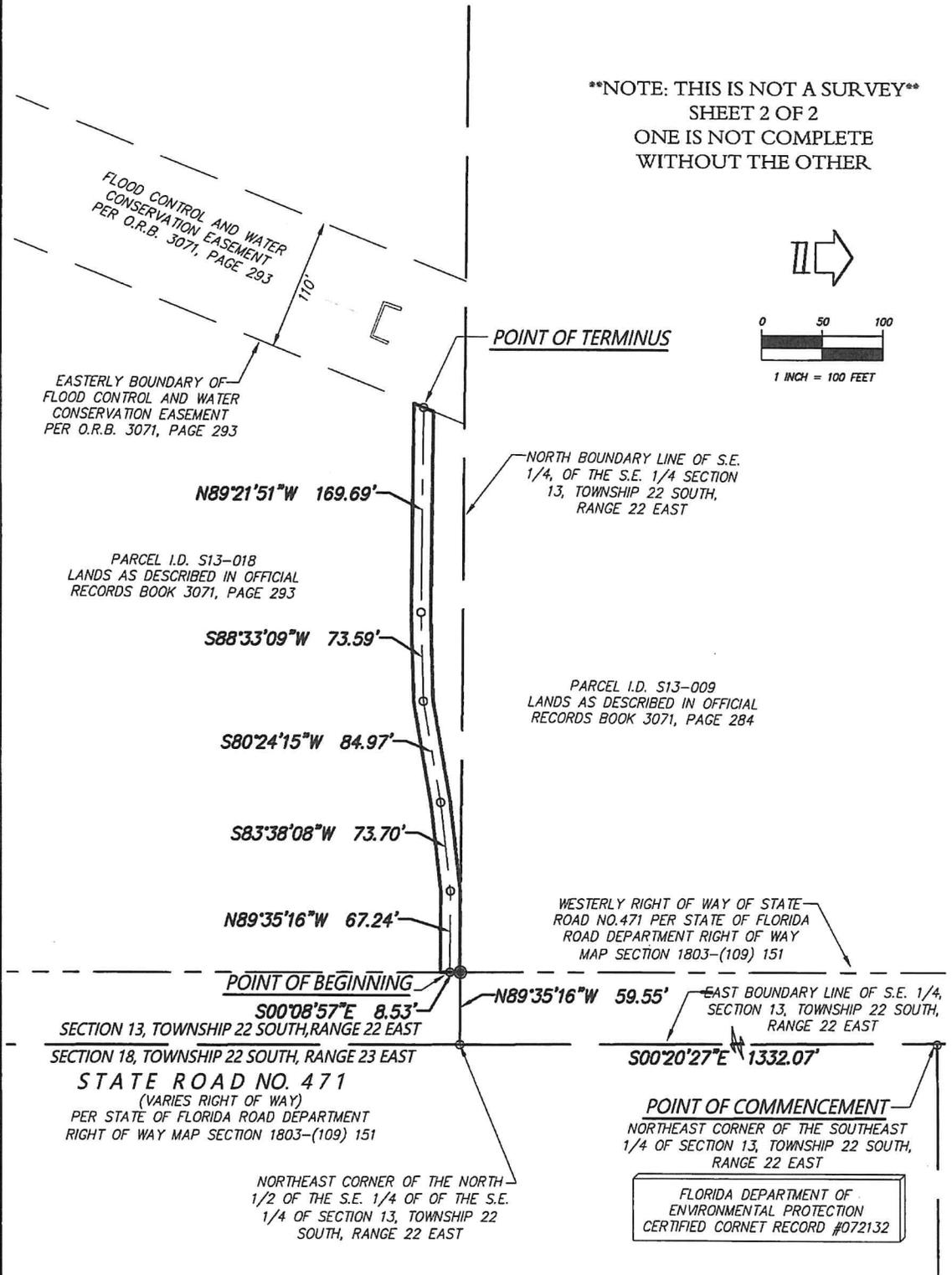
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CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8271 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3138 NW BLITCHTOWN ROAD, OCALA, FLORIDA 34757
PHONE: 352-465-1482 FAX: 352-272-8335 www.JCHg.com

DRAWN:	M.A.	J.O.# 190582
REVISED:		DWG.# 190582SK-WC3
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	S13-018
SCALE:	---	COPYRIGHT © OCTOBER, 2019

**SKETCH OF DESCRIPTION FOR:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SECTION 13, TOWNSHIP 22 SOUTH, RANGE 22 EAST,
SUMTER COUNTY, FLORIDA
"INGRESS AND EGRESS EASEMENT"
STRUCTURE WC-3**

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CERTIFICATE OF AUTHORIZATION NO. LB 8671 CHRISTOPHER J. HOWSON, P.E.M., C.F.A.S. - 15 653
3125 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 465-1462 FAX (352) 272-6335 www.jchgrp.com

DRAWN:	M.A.	J.O.# 190582
REVISED:		DWG.# 190582SK-WC3
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APPROVED:	C.J.H.	S13-018
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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SECTION 13, TOWNSHIP 22 SOUTH, RANGE 22 EAST,
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DESCRIPTION:

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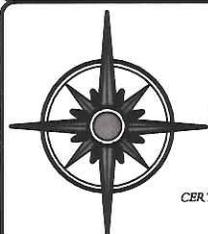
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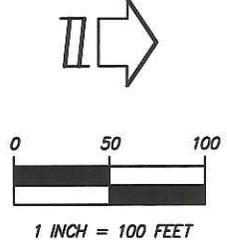
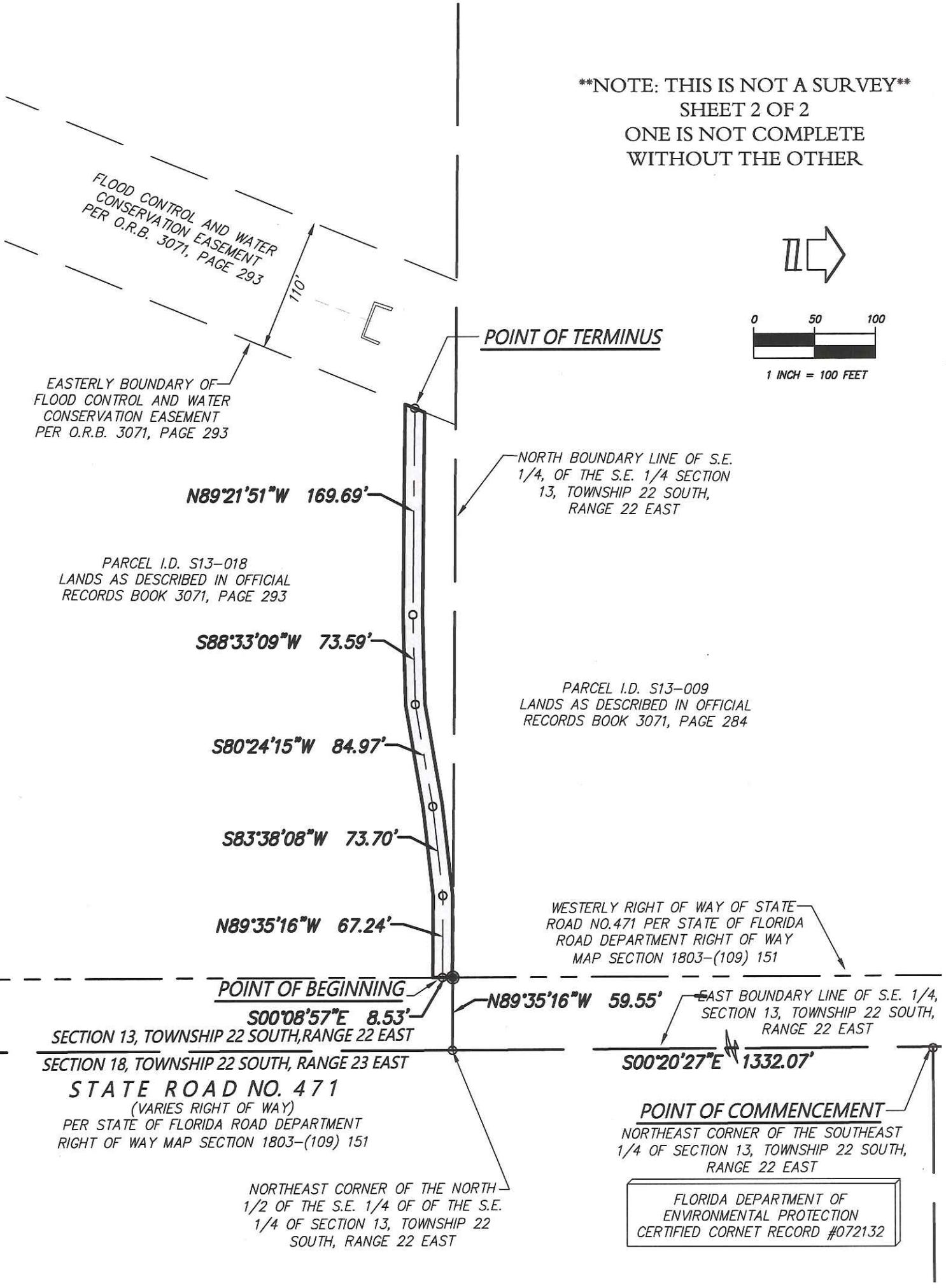


JCH
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LAND DEVELOPMENT + SURVEYING & MAPPING
PLANNING + ENVIRONMENTAL + G.I.S.
CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
3128 NW BLITCHTON ROAD, OCALA, FLORIDA 34475
PHONE (352) 405-1482 FAX (888) 272-8335 www.JCHcg.com

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REVISED:		DWG.# 190582SK-WC3
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**SKETCH OF DESCRIPTION FOR:
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CERTIFICATE OF AUTHORIZATION NO. LB 8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6533
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APPROVED:	C.J.H.	S13-018
SCALE:	1" = 100'	COPYRIGHT © OCTOBER, 2019

Prepared by/Return to:

PERPETUAL RIGHT OF WAY EASEMENT

COUNTY: Sumter

PARCEL No.: A Portion of Parcel D17-077

THIS PERPETUAL RIGHT OF WAY EASEMENT (the "**Perpetual Easement**") is made and entered into this _____ day of _____, 2020, by and between THE VILLAGES OF LAKE-SUMTER, INC., a Florida corporation, whose post office address is 3619 Kiessel Road, The Villages, FL 32163, ("**Grantor**"), and SUMTER COUNTY, FLORIDA, a subdivision of the State of Florida, whose post office address is 7375 Powell Road, Suite 206, Wildwood, Florida 34785 ("**Grantee**").

WHEREAS, Grantor is the owner of those certain lands lying and situated in Sumter County, Florida and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, Grantor and Grantee have agreed that it is in the best interest of the parties for the Grantor to grant the Grantee a non-exclusive perpetual easement over the Property; and

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, in consideration of the sum of one dollar and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors, and assigns a perpetual non-exclusive easement to be used for the operation, maintenance and repair of currently existing above ground and underground transportation components, including without limitation, underground lines, wires, conduit, pull boxes, signal control cabinets, signal mast arms, plus any above or underground attachments and appurtenant equipment therefor (collectively, the "**Facilities**"), under, above, in, across, and through the Property, together with the right and privilege from time to time, to reconstruct, inspect, alter, reduce, replace, remove, or relocate the

Facilities or any part thereof within the Property. The intensity of the Facilities shall not expand beyond what is constructed as of the date of this Easement.

3. Grantor Reservations. Grantor reserves the right to use the Property for any purpose that is not in direct conflict with the rights granted to Grantee herein.

4. Damage. Grantee shall not disturb the landscaping or any Grantor improvements on the Property or surrounding property. In the event Grantee damages the Property, surrounding property, or any Grantor improvements or landscaping thereon, Grantee shall promptly repair or replace the damaged property to at least its condition prior to the damage. In the event Grantee does not promptly repair or replace the damaged property, Grantor may repair or replace the damaged property and Grantee shall reimburse Grantor for any costs expended in relation therewith.

5. Authority. By the execution hereof, Grantor covenants that it has the right to convey this easement by virtue of its ownership of the Property, and that the Grantee and its successors and assigns shall have peaceful possession and use of this easement and the rights granted hereby.

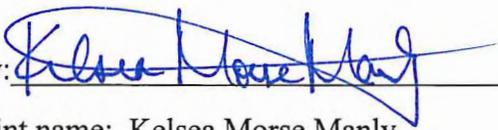
6. Indemnity. Grantee, together with its successors and assigns, agree to indemnify and hold Grantor, and its successors and assigns, harmless for, from and against any and all losses, claims or damages incurred by Grantor, or its successors and assigns, arising directly or indirectly from Grantee's negligence or failure to exercise reasonable care in exercising Grantee's rights under this Perpetual Easement. Nothing contained herein shall constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes, nor extend the limits of liability contained therein.

7. Approval. It is mutually acknowledged that this Perpetual Easement is subject to final acceptance by the Board of County Commissioners for Sumter County. Final Acceptance shall be evidenced by the signature of Grantee below.

Grantor:

**THE VILLAGES EARLY LEARNING COMPANY, LLC,
a Florida limited liability company**

**By: The Villages Family Company,
a Florida corporation, its Manager**

By:  _____

Print name: Kelsea Morse Manly

Title: Vice-President

Date: 3/6/2020

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of MARCH, 2020, by Kelsea Morse Manly, as Vice-President of The Villages Family Company, a Florida corporation, as Manager of THE VILLAGES EARLY LEARNING COMPANY, LLC, a Florida limited liability company, who is personally known to me.



Doris Pardo

Notary Public – State of Florida
Printed Name: Doris A. Pardo
My Commission Expires: 4/24/2021

Grantee

COUNTY OF SUMTER, a subdivision of the
State of Florida

By:

Bradley Arnold, County Administrator

Date:

FINAL COUNTY ACCEPTANCE

The Grantee has granted final acceptance this _____ day of _____, 2020.

By: _____
Bradley Arnold, County Administrator

Legal Review: _____

Date: _____

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 1 OF 2

PROJECT INFORMATION:

INTERSECTION: 27
CR 466 AND CR 103 (SW CORNER)
PARENT PARCEL ID: D17-077
OWNER: THE VILLAGES EARLY LEARNING CO

LEGAL DESCRIPTION (UTILITY EASEMENT):

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3274, PAGE 217 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID LANDS LYING WITHIN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN SOUTH 0°02'02" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 50.01 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 466, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1048, PAGE 388, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3274, PAGE 217 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE CONTINUE SOUTH 0°02'02" WEST, ALONG SAID EAST LINE, A DISTANCE OF 10.85 FEET; THENCE DEPARTING SAID EAST LINE, RUN NORTH 84°31'16" WEST, A DISTANCE OF 41.51 FEET; THENCE RUN NORTH 50°08'16" WEST, A DISTANCE OF 23.53 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 466; THENCE RUN SOUTH 89°44'35" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 59.39 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 670 SQUARE FEET, MORE OR LESS.



The seal appearing on this document was authorized by James H. Blair, Professional Surveyor & Mapper #6917 on December 2, 2019

DATE

JAMES H. BLAIR, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6917

GENERAL NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT. LINWORK SHOWN HEREON IS BASED ON PRIOR PROJECTS PERFORMED BY THIS FIRM.
4. THIS DESCRIPTION WAS CREATED PER REQUEST AND DIRECTION OF CLIENT.

SEE SHEET 2 FOR SKETCH



**FARNER
BARLEY**
AND ASSOCIATES, INC.

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3126

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS
LB 4709

DRAWING NAME: C:\USERS\HBLAIR\FARNERBARLEY\APPDATA\LOCAL\TEMP\ACPUBLISH_11080\INTERSECTION 27 SW QUAD.DWG : 01/12/2019 3:12 PM BY: HBLAIR

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 2 OF 2

PROJECT INFORMATION:
 INTERSECTION: 27
 CR 466 AND CR 103 (SW CORNER)
 PARENT PARCEL ID: D17-077
 OWNER: THE VILLAGES EARLY LEARNING CO

NORTH LINE OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4, SECTION 17

POINT OF COMMENCEMENT
 NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4,
 SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST

COUNTY ROAD NO. 466

EAST LINE OF THE SOUTHEAST 1/4
OF THE NORTHWEST 1/4, SECTION 17

SOUTH RIGHT-OF-WAY LINE
PER ORB 1048, PG 388

POINT OF BEGINNING
 NORTHEAST CORNER OF
 ORB 3274, PG 217
 L5

UTILITY EASEMENT
 (± 670 SQUARE FEET)

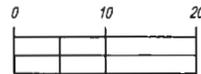
PARCEL #D17-077
ORB 3274, PG 217

PARCEL #D17-300

INGRESS/EGRESS EASEMENT
PER ORB 770, PG 4



NORTH



1 inch = 20 feet

LINE TABLE

LINE TAG	BEARING	DISTANCE
L1	S0°02'02"W	50.01'
L2	S0°02'02"W	10.85'
L3	S84°31'16"W	41.51'
L4	N50°08'16"W	23.53'
L5	S89°44'35"E	59.39'

LEGEND:

- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- PC = POINT OF CURVATURE
- L# = REFERENCE TO LINE TABLE
- = CHANGE IN DIRECTION
- CR = COUNTY ROAD

SEE SHEET 1 FOR LEGAL DESCRIPTION



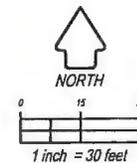
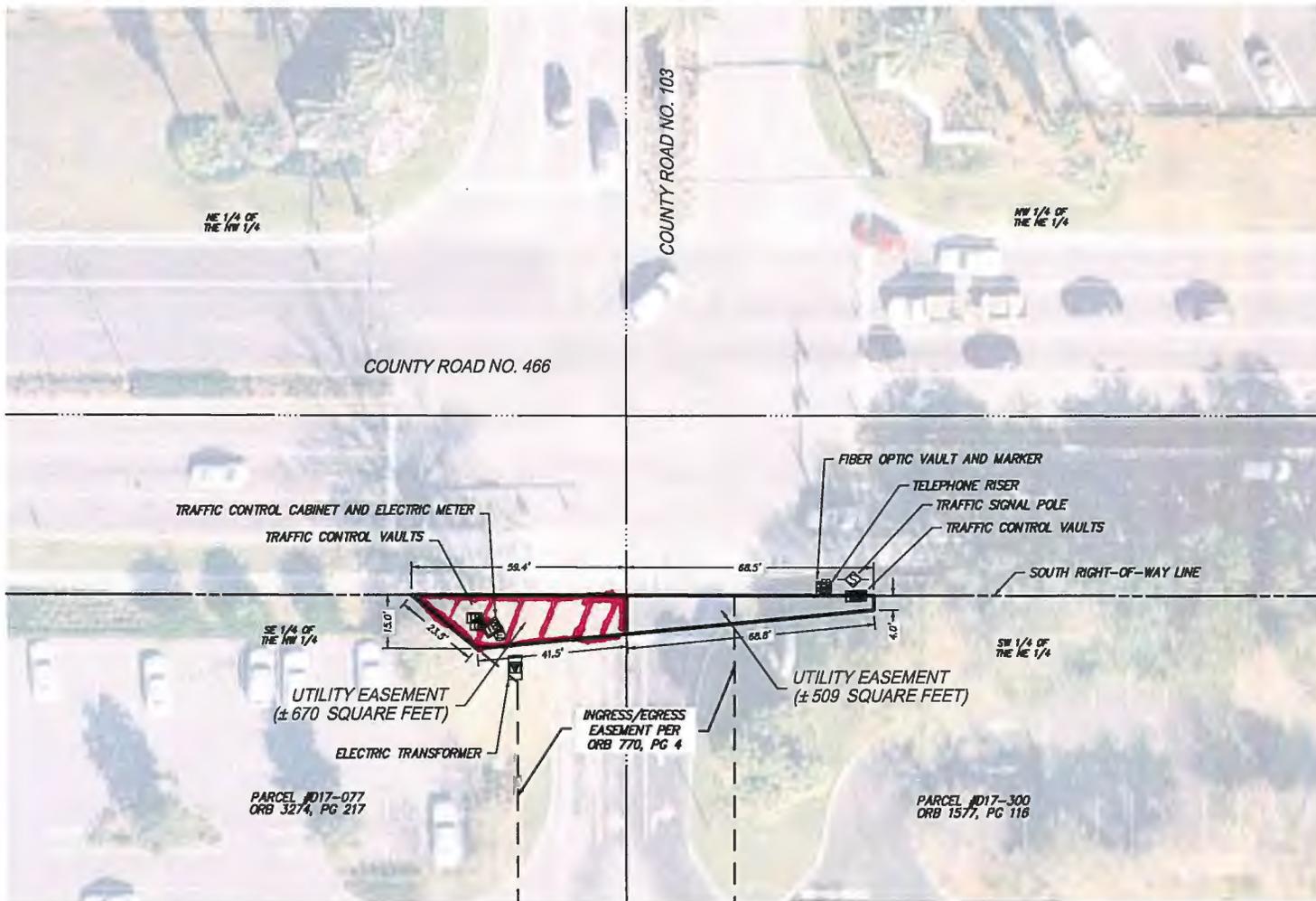
**FARNER
BARLEY**
 AND ASSOCIATES, INC.

- ▲ ENGINEERS
- ▲ SURVEYORS
- ▲ PLANNERS
- LB 4709

4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3126

DRAWING NAME: C:\USERS\HBLAIR\FARNEBARLEY\APPDATA\LOCAL\TEMP\ACAPUBLISH_1080\INTERSECTION 27 SW QUADDWG : 02 12/2/2019 3:12 PM BY: HBLAIR

INTERSECTION #27
COUNTY ROAD NO. 466 & COUNTY ROAD NO. 103



NOTHING HEREIN REPRESENTS THE POSITION OF ANY EASEMENT OR INTERSECTION EXCEPT AS SHOWN ON THE ORIGINAL PLAN DATED 11/13/2019. JOB NO. 519209.0000

JOB NO. 519209.0000	DATE: 11/13/2019
DRAWN BY: DNS	
REVISIONS	DATE

**ATMS EASEMENT EXHIBIT
 FOR
 SUMTER COUNTY**

PERINER & BARRETT
 ENGINEERS & SURVEYORS
 & PLANNERS
 LB 4709
 AND ASSOCIATES, INC.
 6490 NE LAND ROAD - WILMINGTON, FL 34778 - (888) 746-3138

THIS IS NOT A SURVEY

OWNER CHANGE ORDER

PROJECT NAME:

West Wildwood Fire Station #33
7650 Spring Flow Ave
Wildwood, FL 34785

CHANGE ORDER NUMBER: 03

DATE OF CHANGE ORDER: 15 April 2020

PROJECT #: 9118076

OWNER:

Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

CONTRACT FOR: Construction Services

CONTRACT DATE: 10 December 2019

DESCRIPTION OF CHANGE (Attach additional pages if required)	ADD	DEDUCT
Reduce the Contract of Owner provided Purchase Orders associated with the Owner Direct Purchase Program (DPO) requested as of 4/15/20 and not included in previous Contract Change Orders. Deductive amount of (\$237,615.20.00) includes the actual amount of Owner issued Purchase Orders. This amount is approximate and will be reconciled by additive or deductive change orders as each purchase order is fulfilled. See Attachment A dated 4/15/20 for further clarification		(\$237,615.20)
Electrical Change Order – Per RFI 03 Dated 2/12/20 – Electrical service provided by Duke Energy was relocated from the location on the drawings to a service pole at the corner of SR 44 and Spring Flow Road. The building electrical service was relocated from the SE corner of the building to the NW corner. See Attachment B for the breakdown cost for SRE Electrical to relocate this service.	\$7,717.00	

Original Contract Sum	\$2,425,000.00	CONTRACT TIME	DAYS	SUBSTANTIAL COMPLETION DATE
Previously Approved Change Orders	(\$67,814.15)			
Present Contract Amount	\$2,357,185.85	Original Contract Time	300	11/17/2020
This Change Order Add (Deduct)	(\$229,898.20)	This Change Add (Deduct)	2	
New Contract Sum	\$2,127,287.65	New Contract Time	302	11/19/2020

This Change Order is an amendment to the Contract Agreement between the Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both Owner and the Contractor for this change. Inconsideration for the foregoing adjustments in contract time and contract sum, the Contractor hereby releases the Owner from all claims, demands or cause for action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Owner and Contractor with respect to the Changer Order. No other agreements or modifications shall apply to this contract agreement unless expressly provided herein.

Odyssey International dba Odyssey Global Inc.
Contractor

Sumter County Board of County Commissioners
Owner

720 Crown Point Cross Road
Winter Garden, Florida 34787

7375 Powell Road
Wildwood, Florida 34785

Address

Address

Signature

Signature

L Blaine Hoopes, Regional Manager

Steve Printz, Chairman

Printed Name & Title

Printed Name & Title

4/16/2020 Date

_____ Date

ATTACHMENT "A" to Change Order 03
15 April 2020
West Wildwood Fire Station #33, Wildwood FL

This Change Order is a reduction in the construction contract value for the Owner Direct Purchase Program (ODP). See the attached Change Order Request 03 dated 15 April 2020 and the associated ODP log dated 15 April 2020 for tracking.

• Total ODP's PO's approved as of 04/14/2020 BOCC Board Mtg	\$63,815.00
• Anticipated Tax Savings	\$ 3,999.15
• Total Invoices submitted to be paid to date	\$ 0.00
• Balance remaining on ODP PO's to date	\$63,815.00

This change order includes all anticipated costs for the initial Owner Direct Purchase Order requisitions submitted as of 15 April 2020 and all anticipated tax savings.

Should any balance exist on a Purchase Order after all purchases have been made and paid for, the remaining balance shall be returned to the Regional Manager, including the applicable sales tax for distribution to the applicable subcontractor(s).

The Regional Manager shall submit a detailed ODP/Sales Tax savings account summary monthly to the Sumter County Board of County Commissioners.

CONTRACT SUMMARY TRACKING

Base Bid	\$2,425,000.00
CO# 01 ODP	\$ (49,290.00)
CO# 02 ODP	\$ (18,524.15)
CO# 03 ODP & Elect CO	\$ (229,898.20)
Total Current Overall Contract Cost	\$2,127,287.65

Odyssey International Inc. dba Odyssey Global
Contract Number 9118076
Change Proposal Summary - Attachment B
West Wildwood Fire Station #33 - Change Order #03

Description	Cost of Work	Markups	Total
Odyssey Global Mat'l/Equip/Labor			
Mat'l/Equip/Labor Self Performed Work Cost			
Material Total Direct Cost			
Equipment Total Direct Cost			
Labor Total Direct Cost			
Subtotal	\$ -		
1st Tier Subcontractor			
	Cost of Work		Subtotal
SRE Electrical and Consulting	\$ 6,618		\$ 6,618
			\$ -
Subtotal	\$ 6,618		\$ 6,618
Subtotal of Above	\$ 6,618		\$ 6,618
Prime Contractor's Overhead/Profit/Commission			
Overhead	6.00%	\$ 397	\$ 7,015.08
Profit	10.00%	\$ 702	\$ 7,716.59
Total Prime Contractor Cost with OH, Profit			\$ 7,717
Total Number of Requested Additional Days			2

SRE Electrical and Consulting Services

**2501 SW 57 AVE. unit 803/804 Ocala Fl. 34474
Phone # (352) 236-3840**

DATE 4/15/2020

Project: West Wildwood Fire Station #33
Contract #:9118076

CO - #03

Subject: Electrical Service Relocation

Original SOW

Original SOW Labor

36 hrs.

Original SOW Material

Conductors Per Conduit

Length of each Conductor

Total Footage - 350 cu

Conduit and Fittings

Transformer to CT Cabinet

6

85

510

170

CT Cabinet to Transfer Switch

6

66

396

132

Transfer Switch to Generator

6

71

426

142

Original SOW Equipment

1 backhoe

1 day

Original SOW Subtotal (Credit)

\$ (7,900.00)

New SOW

New SOW Labor

60 hrs.

New SOW Material

Conductors Per Conduit

Length of each Conductor

Total Footage - 350 cu

Conduit and Fittings

Transformer to CT Cabinet

6

275

1650

550

CT Cabinet to Transfer Switch

6

60

360

120

Transfer Switch to Generator

6

71

426

142

Original SOW Equipment

1 backhoe

2 Days

New SOW Subtotal (Cost)

\$ 14,518.00

Total Cost

\$ 6,618.00



**WEST WILDWOOD FIRE STATION 33
SERVICE CREDIT AND NEW CHANGE ORDER BREAK DOWN**

The following breakdown includes credit for “old” service entrance and the “new” proposed location for the service entrance. Please keep in mind that wire prices vary from day to day. From the time we quoted this till now it has went up \$.25 per foot. Break down is as follows:

Old proposed service location

- 85' x 6 runs of 350 cu from transformer to ct cabinet. (2 runs at 85' = 3 runs of 350 cu)
- 66' x 6 runs of 350 cu from ct cabinet to automatic transfer switch.
- 71' x 6 runs of 350 cu from automatic transfer switch to generator. (this did not change)
- Includes 1 day of tractor.
- Includes 3 guys for 1.5 days labor. (this includes conduit installation, digging and back filling and wire pulling.)
-

*all runs include conduit, conduit sweeps and all fittings. These are parallel runs which mean there are 2- 3" conduits with 4 wires each in them.

Total-\$7,900 (credit)

NEW PROPOSED SERVICE LOCATION



- 275' x 6 runs of 350 cu from transformer to ct cabinet. (2 runs at 275'=3 runs of 350 cu)
- 60' x 6 runs of 350 cu from ct cabinet to automatic transfer switch.
- 71' x 6 runs of 350 cu from automatic transfer switch to generator. (this did not change)
- Includes 2 days of tractor work.
- Includes 3 guys for 2.5 days labor. (this includes conduit installation, digging and backfilling and wire pulling)

* all runs include conduit, conduit sweeps and all fittings. These are parallel runs which mean there are 2- 3" conduits with 3 wires each in them.

Total- \$14,518

Total difference between both service - \$6,618

Extension Agreement #1
Sumter County On-Call Code Inspection Services

This agreement extension is made and entered into this 28th day of April 2020, between the Board of County Commissioners of Sumter County Florida, 7375 Powell Road, Wildwood, Florida 34785 (County) and HC Code of Florida, LLC, P.O. Box 362, Bushnell, FL 33513.

WHEREAS, the parties executed an original agreement dated May 22, 2018;

WHEREAS, the County wishes to extend the agreement for one year, four months through September 30, 2021 under the same terms and conditions.

NOW, THEREFORE, the parties agree as follows:

1. That the certain agreement between the parties originally dated May 22, 2018, is hereby extended to September 30, 2021.
2. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
3. **IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
4. Except as expressly modified by this Extension Agreement, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

THIS AGREEMENT is executed the day and year first written above.

Attest: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Date Signed: _____

By: _____
Chairman

Date Signed: _____

HC CODE OF FLORIDA, LLC.

By: _____

Witness:

Date Signed: _____

Date Signed: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Renew Boat Storage Agreement Between Grand Masters Dragon Boat Club of The Villages, Inc. (GMDBC) and Sumter County Board of Commissioners to Store Three (3) GMDBC Boats at Lake Miona Park (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting

DATE OF MEETING: 4/28/2020

CONTRACT: N/A

Vendor/Entity: Grand Masters Dragon Boat Club of The Villages, Inc.

Effective Date: 9/25/2018

Termination Date: 9/30/2021

Managing Division / Dept: **Engineering / Public Works**

BUDGET IMPACT: N/A

FUNDING SOURCE: N/A

Type: N/A

EXPENDITURE ACCOUNT: N/A

HISTORY/FACTS/ISSUES:

On June 12, 2018, Sumter County Board of County Commissioners (BOCC) entered into an agreement with the Grand Masters Dragon Boat Club of The Villages, Inc. (GMDBC) that will allow the club to store two (2) boats alongside the access dock at Lake Miona Park. The club will be responsible for maintaining insurance that meets Sumter County policies and will not hold Sumter County liable for any vandalism or theft of the boat.

On September 25, 2018, the BOCC approved Amendment #1 for an additional boat to be store at Lake Miona Park.

At this time, Sumter County Public Works recommends approval to renew GMDBC's agreement for a year. There is one renewal remaining. A total of three (3) dragon boats will be stored at Lake Miona Park and will not interfere with public access to the beach area.

Prepared by: **Bruce Atkinson**

Grammarly Check

**Boat Storage Agreement Renewal
Grand Masters Dragon Boat Club (GMDBC) and Sumter County Board
of County Commissioners (BOCC) Boat Storage at Lake Miona**

THIS agreement renewal is made this 28th day of April 2020, by and between Board of Sumter County Commissioners (hereafter referred to as "Board), whose address is 7375 Powell Road, Wildwood, Florida 34785 and Grand Masters Dragon Boat Club (GMDBC), whose address is 1093 Sayle Street, The Villages, Florida 32162.

- That the certain Agreement between the parties originally dated June 12, 2018, is hereby extended to September 30, 2021.
- Grand Masters Dragon Boat Club shall, at all times, comply with the Florida Records Law, the Florida Open Meeting Law, and all other applicable laws, rules, and regulations of the State of Florida.
- **If the GMDBC has questions regarding the application of Chapter 119, Florida Statutes, to GMDBC's duty to provide public records relating to this Agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email to Records@sumtercountyfl.gov**
- Except as expressly modified by this Extension Agreement, all other terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

**SUMTER COUNTY BOARD
OF COUNTY COMMISSIONERS**

**GRAND MASTERS DRAGON
BOAT CLUB**

By: _____
Chairman

By: _____
Title: _____

Date Signed

Date Signed

Attest:

Attest:

By: _____

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2020

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 Paddlesport Risk Management, LLC 121 Pulaski Road Kings Park NY 11754-	CONTACT NAME: Maria Liquori		
	PHONE (A/C, No, Ext): (631)269-9696	FAX (A/C, No): (631)514-3178	
	E-MAIL ADDRESS: paddlesports@jacka-Liquori.com		
INSURED United States Dragon Boat Federation c/- 913 Waterford lane Elk Grove Village IL 60007-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Casualty Co A.M Best "A+"		66869
	INSURER B: Nationwide Mutual		11991
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PART VS PART GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6LKRO000008240400	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PART LEGL LIABILITY \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6L-KRO-0000077170-0	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PARTICIPANT ACCIDENT/MEDICAL EXCESS			6A-BAX-0000031034900	01/01/2020	01/01/2021	EXCESS MED AGG 25,000 Deductible per claim 250

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES IS ADDED AS ADDITIONAL INSURED BUT ONLY WITH RESPECTS TO NAMED INSURED, IT'S INDIVIDUAL MEMBERS, ORGANIZATIONS AND THE MEMBER CLUB INDICATED HEREIN - NEGLIGENCE OF THE CERTIFICATE HOLDER IS EXCLUDED

NAME OF CLUB: GRAND MASTERS DRAGON BOAT CLUB, INC
LOCATION OF CLUB: THE VILLAGES, FL

CERTIFICATE HOLDER**CANCELLATION**

AI 000860

Sumpter Couy Board of County Commissioners 7375 Powell Road Suite 26 Wildwood FL 34785-	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

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL AGREEMENT BETWEEN THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY AND SUMTER COUNTY, FLORIDA AS TO BE ACKNOWLEDGED AND JOINED IN BY SHANDS TEACHING HOSPITAL AND CLINICS, INC.; AUTHORIZING THE ALACHUA COUNTY HEALTH FACILITIES AUTHORITY TO OPERATE WITHIN THE JURISDICTION OF SUMTER COUNTY, FLORIDA THROUGH THE ISSUANCE OF ITS HEALTH FACILITIES REVENUE BONDS (SHANDS TEACHING HOSPITAL AND CLINICS, INC. AT THE UNIVERSITY OF FLORIDA PROJECT) TO REFINANCE CAPITAL IMPROVEMENTS TO THE HEALTHCARE FACILITIES OWNED BY THE VILLAGES TRI-COUNTY MEDICAL CENTER, INC.; APPROVING THE ISSUANCE OF SUCH BONDS FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Shands Teaching Hospital and Clinics, Inc. ("Shands") has requested the Board of County Commissioners (the "Board") of Sumter County, Florida (the "County") to assist Shands in refinancing certain healthcare facilities as further described herein;

WHEREAS, the Board previously declared a need for the Sumter County Industrial Development Authority (the "Sumter Authority"), appointed its members and empowered it to act under the provisions of Part III of Chapter 159, Florida Statutes; and

WHEREAS, the Sumter Authority previously issued its Hospital Revenue Bonds (Central Florida Health Alliance Projects), Series 2014A and Series 2014B (the "2014 Bonds") and the City of Leesburg, Florida previously issued its Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011 (the "2011 Bonds") and its Hospital Revenue Refunding Bonds (Central Florida Health Projects), Series 2017 (the "2017 Bonds" and, together with the 2014 Bonds and the 2011 Bonds, the "Prior Bonds") in part to finance and refinance capital improvements to the healthcare facilities owned by The Villages Tri-County Medical Center, Inc. ("TVRH") located on the main campus of The Villages Regional Hospital at 1451 El Camino Real, The Villages, Sumter County, Florida (the "TVRH Projects") on behalf of an Obligated Group comprised of Central Florida Health, Inc. ("CFH"), TVRH and Leesburg Regional Medical Center, Inc. ("LRMC"); and

WHEREAS, CFH is the sole corporate member of TVRH and LRMC and Shands recently became the sole corporate member of CFH; and

WHEREAS, Shands has now requested that the Alachua County Health Facilities Authority (the "Alachua Authority") issue its Health Facilities Revenue Bonds (Shands Teaching Hospital and Clinics, Inc. at the University of Florida Project) in one or more series (the "Bonds") for the principal purpose of refinancing assets previously financed or refinanced with proceeds of the Prior Bonds, including the TVRH Projects; and

WHEREAS, in order to authorize the Alachua Authority to serve as the issuer of the Bonds as a matter of efficiency and convenience and in order to realize cost and time savings and other efficiencies, Shands has requested the County to enter into an Interlocal Agreement with the Alachua Authority, a proposed form of which is attached hereto as Exhibit "A" (the "Interlocal Agreement") and also to approve the issuance of the Bonds to refinance the TVRH Projects for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sumter County, Florida as follows:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, Part II, Chapter 159, Florida Statutes, Part II, Chapter 154, Florida Statutes, Part I, Chapter 163, Florida Statutes and other applicable provisions of law.

SECTION 2. FINDINGS.

A. A notice of a public hearing to be held by the Alachua Authority, inviting comments and discussion concerning the issuance of the Bonds to refinance the assets previously financed or refinanced with proceeds of the Prior Bonds, including the TVRH Projects, was posted on the County's website at least seven days prior to the date of such public hearing.

B. Following the posting of such notice, a public hearing was held by the Alachua Authority on April 20, 2020, during which comments and discussions concerning the issuance of the Bonds and the refinancing of the assets previously financed or refinanced with proceeds of the Prior Bonds, including the TVRH Projects, were solicited and heard. Following such public hearing, the Alachua Authority provided information about the hearing to the County, and Shands requested the County to approve the issuance of the Bonds to refinance the TVRH Projects for purposes of the Code.

C. The Board is the elected legislative body of Sumter County, Florida, and has jurisdiction over the entire area in which the TVRH Projects are located.

D. Neither the provisions, covenants, or agreements contained in the Interlocal Agreement nor the Bonds issued pursuant to the Interlocal Agreement shall constitute an indebtedness, liability, or pledge of the faith and credit of the County. The issuance of the Bonds shall not directly, indirectly, or contingently obligate the County to levy or pledge any form of taxation whatsoever therefor or to make any appropriations for their payment.

SECTION 3. AUTHORIZATION AND APPROVAL OF INTERLOCAL AGREEMENT. To authorize the Alachua Authority to operate within the County to issue the Bonds to refinance the assets previously financed or refinanced with proceeds of the Prior Bonds, including the TVRH Projects, at the request and as an accommodation to Shands to allow it to

realize cost, time and other efficiencies, the County hereby authorizes and approves the Interlocal Agreement to be entered into between the County and the Alachua Authority and joined in by Shands, substantially in the form attached hereto as Exhibit "A." The Chairman or Vice-Chairman of the Board and the County Clerk or any Assistant County Clerk of the County are hereby authorized to execute and deliver the Interlocal Agreement on behalf of the County in substantially the form attached hereto with such changes, insertions, deletions and filling of blanks therein as shall be approved by such officers of the County, execution, and delivery thereof by such officers to be conclusive evidence of such approval.

SECTION 4. APPROVAL FOR PURPOSES OF THE CODE. For purposes of the Code, the County hereby approves the issuance of the Bonds in an aggregate face amount not to exceed \$200,000,000, a portion of the proceeds of which will be used to refinance the TVRH Projects. Nothing contained in this approval shall be deemed to create any obligation or obligations of the County or the Board.

SECTION 5. NO OTHER APPROVAL. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Shands or the financial viability of the TVRH Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the TVRH Project, and the Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the County or estop the County from asserting any rights or responsibilities it may have in such regard. Further, adoption of this Resolution shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the financing and refinancing of the TVRH Project.

SECTION 6. AUTHORIZATIONS The Chairman or Vice-Chairman of the Board, the County Clerk or any Assistant County Clerk and the County Administrator, and such other officers and employees of the County as may be designated by the Chairman, are each hereby authorized on behalf of the County to take such actions, execute such instruments and agreements, whether or not expressly contemplated hereby, and to do all acts and things as shall be necessary or appropriate to carry out and implement the Interlocal Agreement and the transactions contemplated thereby, including, without limitation, the refinancing of the 2014 Bonds.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 28th day of April 2020.

**BOARD OF COUNTY COMMISSIONERS OF
SUMTER COUNTY, FLORIDA**

(SEAL)

By: _____
Steve Printz, Chairman

ATTEST:

By: _____
Deputy Clerk

EXHIBIT "A"

FORM OF INTERLOCAL AGREEMENT

Prepared by and return to:
Grace E. Dunlap, Esq.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, Florida 33602

INTERLOCAL AGREEMENT

by and between

ALACHUA COUNTY HEALTH FACILITIES AUTHORITY

and

SUMTER COUNTY, FLORIDA

Dated as of _____, 2020

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, dated as of _____, 2020 (the "Agreement"), is by and between the Alachua County Health Facilities Authority (the "Authority"), a health facilities authority and public body corporate and politic created and existing under the laws of the State of Florida (the "State") and Sumter County, Florida, (the "County") a political subdivision and a public body corporate and politic, created and existing under the laws of the State of Florida (the "State"), and is to be effective upon the filing hereof with the Clerk of the Circuit Court for Alachua County, Florida and with the Clerk of the Circuit Court for Sumter County, Florida as provided in Section 7 below.

RECITALS

The Sumter County Industrial Development Authority ("the "Sumter IDA") previously issued its Hospital Revenue Bonds (Central Florida Health Alliance Projects), Series 2014A and Series 2014B (the "2014 Bonds") and the City of Leesburg, Florida previously issued its Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011 (the "2011 Bonds") and its Hospital Revenue Refunding Bonds (Central Florida Health Projects), Series 2017 (the "2017 Bonds" and, together with the 2014 Bonds, the "Prior Bonds") in part to finance and refinance capital improvements to healthcare facilities owned by The Villages Tri-County Medical Center, Inc. ("TVRH") located on the main campus of The Villages Regional Hospital at 1451 El Camino Real, The Villages, Sumter County, Florida (the "TVRH Projects") on behalf of an Obligated Group comprised of Central Florida Health, Inc. ("CFH"), TVRH and Leesburg Regional Medical Center, Inc. ("LRMC"). CFH is the sole corporate member of LRMC and TVRH, and Shands Teaching Hospital and Clinics, Inc. ("Shands") has recently become the sole corporate member of CFH.

Shands has requested the Authority to issue its Health Facilities Revenue Bonds (UF Health Project) (the "Bonds") in one or more series for the principal purpose of refinancing assets previously financed or refinanced with proceeds of the Prior Bonds, including the TVRH Projects.

The Authority has historically served as a conduit issuer to provide financing for Shands.

Shands has requested the Authority and the County to provide for and permit the Authority to issue the Bonds as a matter of convenience and efficiency and in order to achieve economies of scale and cost and time savings and other efficiencies.

The Authority and the County, as an accommodation to Shands, are willing to have the Authority serve as the issuer of the Bonds in order to promote such convenience and efficiency in refinancing the TVRH Projects upon the terms and conditions provided herein. The Authority is created and established as a health facilities authority under Part III, Chapter 154, Florida Statutes. The Authority and the County are both "Local Agencies" within the meaning of Part II of Chapter 159, Florida Statutes and "Public Agencies" within the meaning of Part I of Chapter

163, Florida Statutes, and are authorized thereby to enter into this Interlocal Agreement to jointly assist Shands in refinancing the TVRH Projects. It is desirable that the Authority and the County enter into this Interlocal Agreement in order to enable the Authority to issue the Bonds and thereby assist Shands.

The Bonds will be limited obligations of the Authority payable solely from the repayment by Shands of the loan of the proceeds thereof by the Authority to Shands and other security provided by Shands and shall not be a general debt, liability or obligation of the Authority. The Bonds shall not be debt, liability or obligation of Alachua County or the County and neither Alachua County, the County nor any other political subdivision of the State of Florida nor any agency thereof, other than the Authority, shall in any way be obligated to pay the principal of, premium if any, or interest on the Bonds as the same becomes due, and the issuance of the Bonds shall not directly, indirectly or contingently obligate the Authority to use any funds of the Authority or Alachua County or the County to use any of their funds.

In consideration of the mutual agreements contained in this Interlocal Agreement and the joinder herein by Shands and upon the further consideration of the recitals set forth above, the Authority and the County agree as follows:

Section 1. Should the Authority determine to do so, subject to compliance with all applicable law and the terms hereof, the Authority is hereby authorized to operate within the jurisdiction of the County to issue the Bonds to make a loan to Shands to refinance the TVRH Projects. The Authority is further authorized to issue refunding bonds from time to time to refund the Bonds or any bonds refunding the indebtedness initially evidenced thereby and to issue bonds from time to time to finance healthcare facilities for the benefit of TVRH for the TVRH Projects and improvements thereto.

Section 2. The County has determined and does hereby declare that: (i) the facilities refinanced through the issuance of the Bonds are appropriate to the needs and circumstances of and shall make a significant contribution to the economic growth of the County; shall provide or preserve gainful employment; and shall serve a public purpose of advancing the economic prosperity, the public health and the general welfare of the State of Florida and its people; and (ii) the issuance of the Bonds will serve a public purpose of the County.

Section 3. Neither the provisions, covenants, or agreements contained in this Interlocal Agreement nor the Bonds issued pursuant to this Interlocal Agreement shall constitute an indebtedness, liability, or pledge of the faith and credit of Alachua County, the Authority or the County. The issuance of the Bonds pursuant to this Interlocal Agreement shall not directly, indirectly, or contingently obligate Alachua County, the Authority or the County to levy or to pledge any form of taxation whatsoever thereof, or to make any appropriation for their payment.

Section 4. No covenant or agreement contained in this Interlocal Agreement shall be deemed to be a covenant or agreement of any elected official, member, officer, agent or employee of Alachua County, the Authority or the County in his or her individual capacity, and no elected

official, member, officer, agent or employee of Alachua County, the Authority or the County shall be liable personally on this Interlocal Agreement or be subject to any personal liability or accountability by reason of the execution of this Interlocal Agreement.

Section 5. This Interlocal Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by the laws of such state. Venue for any legal action related to this Interlocal Agreement shall be Alachua County or Sumter County.

Section 6. This Interlocal Agreement does not obligate the Authority to issue the Bonds.

Section 7. Upon execution hereof by the Authority and the County, the County shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court for Sumter County, Florida and the Authority shall cause this Interlocal Agreement to be filed with the Clerk of the Circuit Court for Alachua County, Florida as provided in Section 163.01(11), Florida Statutes.

Section 8. The terms of this Interlocal Agreement shall not be construed as (i) an endorsement of the creditworthiness of Shands or the financial viability of the TVRH Projects, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the TVRH Projects or Shands and the County shall not be construed by reason of this Interlocal Agreement to make any endorsement, finding or recommendation or to have waived any right of the County or to have estopped the County from asserting any rights or responsibilities it may have in such regard.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Interlocal Agreement as of the day and year first written above.

SUMTER COUNTY, FLORIDA

(SEAL)

By: _____
Steve Printz, Chairman

ATTEST:

Gloria R. Hayward, Clerk of the Court

STATE OF FLORIDA)
) ss:
COUNTY OF SUMTER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by Steve Printz, Chairman of Board of County Commissioners, and by Gloria R. Hayward, Clerk of the Court of Sumter County, Florida. They are personally known to me or have produced _____ and _____, respectively, as identification.

Notary Public - State of Florida

ALACHUA COUNTY HEALTH FACILITIES

(SEAL)

By: _____
F. Parker Lawrence, Chairman

ATTEST:

Ernest Moyer, Vice Chairman

STATE OF FLORIDA)
) ss:
COUNTY OF ALACHUA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by F. Parker Lawrence, Chairman, and by Ernest Moyer, Vice Chairman, of the Authority. They are personally known to me or have produced _____ and _____, respectively, as identification.

Notary Public - State of Florida

APPROVAL, ACKNOWLEDGMENT, AND JOINDER OF SHANDS

In consideration of the accommodation of Shands Teaching Hospital and Clinics, Inc. ("Shands") by the Authority and the County in the refinancing of the TVRH Project, as described therein, and other good and valuable consideration, the receipt, and adequacy of which is hereby acknowledged, Shands approves the Interlocal Agreement to which this document is attached and, by causing this Approval, Acknowledgment, and Joinder to be executed by its proper officers as of the date of said Interlocal Agreement, hereby agrees as follows:

Shands shall, upon the issuance of the Bonds, pay any costs and expenses of the County, including legal expenses and recording fees, incurred in connection herewith.

Shands agrees to indemnify and hold harmless the County, and its respective elected officials, officers, employees, and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever (including reasonable fees and expenses of attorneys, accountants, consultants, and other experts) arising out of, resulting from, or in any way connected with the Interlocal Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses arising from the willful misconduct of the County.

Capitalized terms used herein and not defined herein shall have the meanings given such terms in the Interlocal Agreement to which this document is attached.

**SHANDS TEACHING HOSPITAL AND CLINICS,
INC., a Florida not-for-profit corporation**

(SEAL)

By: _____

Name: James J. Kelly, Jr.

Title: Senior Vice President and Chief Financial
Officer

STATE OF FLORIDA)

) ss:

COUNTY OF ALACHUA)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by James J. Kelly, Jr., the Senior Vice President and Chief Financial Officer of Shands Teaching Hospital and Clinics, Inc. of Florida, on behalf of said corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public - State of Florida

**TRANSCRIPT OF TEFRA HEARING
(SHANDS TEACHING HOSPITAL AND CLINICS, INC.)**

A public hearing on the proposed issuance by the Alachua County Health Facilities Authority of its not to exceed \$200,000,000 Health Facilities Revenue Bonds (Shands Teaching Hospital and Clinics, Inc. at the University of Florida), Series 2020, to be issued from time to time in one or more series, either taxable or tax-exempt or both (the "Bonds") has been held on this date April 20, 2020. Notice of this hearing was published in *The Gainesville Sun* on April 13, 2020 (the "Notice").

The Bonds are being issued for the primary purpose of refinancing assets previously financed with proceeds of: (a) the City of Leesburg, Florida Hospital Revenue Refunding Bonds (Central Florida Health Alliance Projects), Series 2011, currently outstanding in the approximate aggregate principal amount of \$55,420,000 (the "2011 Bonds"), (b) the Sumter County Industrial Development Authority Hospital Revenue Bonds (Central Florida Health Alliance Projects), Series 2014A currently outstanding in the approximate aggregate principal amount of \$45,615,000 (the "2014A Bonds"), (c) the Sumter County Industrial Development Authority Hospital Revenue Bonds (Central Florida Health Alliance Projects), Series 2014B currently outstanding in the approximate aggregate principal amount of \$30,265,000 (the "2014B Bonds"), and (d) the City of Leesburg, Florida Hospital Revenue Refunding Bonds (Central Florida Health Projects), Series 2017 currently outstanding in the approximate aggregate principal amount of \$28,985,000 (the "2017 Bonds" and, together with the 2011 Bonds, the 2014A Bonds and the 2014B Bonds, the "Refunded Bonds");

The proceeds of the Bonds will be loaned to Shands Teaching Hospital and Clinics, Inc. (the "Borrower") for the purpose of (i) refinancing of the Refunded Bonds; (ii) funding any necessary reserves; and (iii) paying costs and expenses associated with the issuance of the Bonds and the refunding of the Refunded Bonds.

The public hearing is now open at 4:00 p.m.

THE FOLLOWING INQUIRY WAS NEXT MADE:

- 1) Are there any persons who wish to speak for or against the Bonds or the Project to be financed thereby?
No comments received.

- 2) Have any written communications been received (read into record)?
No written communications received

THE PUBLIC HEARING WAS THEN CONCLUDED.

**THE SCHOOL SAFETY PROGRAM AGREEMENT BETWEEN THE SCHOOL
BOARD OF SUMTER COUNTY, FLORIDA, THE BOARD OF COUNTY
COMMISSIONERS OF SUMTER COUNTY, FLORIDA, AND THE SUMTER COUNTY
SHERIFF'S OFFICE**

This School Safety Program Agreement (the Agreement) is made and entered into this _____ day of _____, 2020, by and between the School Board of Sumter County, Florida (School Board), the Sumter County Sheriff's Office (Sheriff), and the Board of County Commissioners of Sumter County (BOCC), Florida.

WHEREAS, any prior agreements between the above parties regarding School Resource Officers (SRO) are null and void effective June 30, 2020, and

WHEREAS, Marjory Stoneman Douglas High School Public Safety Act (hereinafter referred to as "Act") increases the need for greater vigilance in the providing of school safety, and

WHEREAS, the Act requires the State of Florida to provide non-recurring and recurring funds to the Florida Department of Education to include but not limited to the funding of SROs provided by the Sheriff, and

NOW, THEREFORE, the parties, in consideration of good and valuable consideration, and consideration of the obligations of the parties set forth herein, and the parties intending to be legally bound by the terms of this Agreement, stipulate and agree as follows:

1. Recitals. Each of the Whereas clauses and Recitals set forth above is true and accurate in all material aspects, and are adopted and incorporated herein, *in haec verba*;
2. Rights and Duties of Sheriff. The Sheriff shall assign Deputies to provide School Resource Officer services at the locations set by the School Board depicted in Exhibit "A." The Deputies Sheriff assigned the duties of School Resource Officer (hereinafter referred to as "SRO") and services contemplated in the Act and approved by Sheriff shall be referred to as SRO services. The attire for the SROs shall be their full Sumter County Sheriff's Office uniform at all times in the performance of the duties contemplated by this Agreement. Any Reassignment, Resignation, Dismissal, or Long-Term Absence of an SRO shall require the Sheriff to provide a temporary replacement of any such SRO until a replacement SRO is hired, trained, and certified as an SRO. The Sheriff, with coordination with the School Board, schedule and deliver training to School Board designated personnel to act as School Safety Officers and Guardians.

3. Required SRO services to meet the Act:

- a. An allotment of 12,486 hours of SRO time is assigned to this Agreement.
 - i. The School Board sets the number and regular duty hours of SROs for the locations noted in Exhibit "A."
- b. SRO Responsibilities.
 - i. SROs shall assist the School Board in exercises, drills, school safety planning, training, crime prevention, threat assessment teams, referrals to other agencies, law enforcement interviews with students according to school policies, and the duties of a Deputy Sheriff.
- c. Appointment as SRO.
 - i. The sheriff shall select SROs based on the Act to include but not limited to:
 - 1. Each SRO shall be a State Certified Law Enforcement Officer and meet any other training certifications required for this position by the ACT.
 - 2. Each SRO shall have the ability to deal effectively with students. The ages and socio-economic, cultural, and racial composition of the students of the particular school should be considered in making this evaluation.
 - 3. Each SRO shall have the ability to reflect positively on the entire law enforcement community. A goal of each SRO shall be to foster a positive image of law enforcement officers among young people; therefore, the personality, grooming, and communication skills of each SRO are paramount. Each SRO shall have a genuine desire to want to work with the faculty and students at the school assigned as well as genuine care for their safety.
 - 4. Each SRO shall have the ability to provide instruction with a communication skill for maximum effectiveness and accuracy.

5. Each SRO will contact the Sheriff's Office Law Enforcement Dispatch Center by radio when they arrive and depart from their assigned locations in Exhibit "A." This will be for the purposes of tracking the hours of service for billing, as noted in Section 5 of this Agreement.

4. School Board Responsibilities

- a. The School Board shall set the hours of service for each SRO per location listed Exhibit "A" to comply with the ACT.
- b. The School Board shall, to the extent possible, provide the SROs:
 - i. Access to an air-conditioned and property lighted private office, which office shall contain a telephone to be used for general purposes
 - ii. A location for files and records, which can be properly locked and secured
 - iii. A desk with drawers, a chair, worktable, filing cabinet, and office supplies
 - iv. Access to a computer/printer and internet service
 - v. A personalized School Board email address and access to student records and the student database for official use as an SRO
- c. The School Board shall have the right to remove an SRO, and Sheriff shall provide a replacement in accordance with Section 2 of this Agreement.
- d. The School Board shall remit monthly payments to BOCC for the costs associated with this Agreement within thirty (30)-days of receipt of the BOCC invoice.
- e. In compliance with the School Environmental Incident Report (SEIR), the School Board shall ensure that any threat posed to school safety, occurring whenever and wherever students or adults are within the boundaries of the School Board property shall be reported to law enforcement by school personnel.

- f. In compliance with SESIR, the School Board shall ensure that school personnel consults with SROs concerning delinquency and crimes on School Board property.
5. BOCC responsibilities.
 - a. BOCC shall invoice School Board within fifteen (15) days for the hours used in the prior month at the rate of \$25.00 per hour for the allotment of 12,486 hours from July 1, 2020, through June 30, 2021. Any hours used beyond the allotment for each year of this Agreement shall be billed at a rate of \$50 per hour.
 - b. The SRO position of Sergeant is funded fully by the BOCC; and, therefore, exclusive of the hours allotted to the School Board and not billable to the School Board. The Sergeant provides oversight of the SROs and acts as the Sheriff's liaison with the School Board for the SRO services provided under this Agreement.
6. Termination of the Agreement. Any of the Parties, upon at least sixty (60) days written notice to each other party, may terminate this Agreement, provided that no such termination causes a party to violate the Act or the reimbursement to the BOCC for such provision of services by the Sheriff under the Act.
7. Miscellaneous. It is acknowledged and agreed by the Parties that the SROs shall remain employees of the Sheriff, and shall not be considered employees of the School Board or BOCC. It is further acknowledged and agreed that the SROs are under the direct supervision of the Sheriff, and shall remain responsive to the chain of command of the Sheriff.
8. Modification. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Parties to be charged.
9. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment by any of the Parties hereto, unless the express written consent of the School Board, Sheriff, and BOCC is obtained.
10. Florida Public Records Law. All Parties, at all times, shall comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida. **IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-**

4400, Sumter County Board of County Commissioners, 7375 Powell Road,
Wildwood, Florida 34785 or via email at
Administrative.Services@sumtercountyfl.gov.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed
by their duly authorized officers.

Signed, Sealed and Delivered The School Board of Sumter County, Florida
In the Presence of:

_____ By: _____

Richard A. Shirley, Superintendent of School

Date: _____

The Sumter County Sheriff's Office

_____ By: _____

William O. Farmer, Jr., Sheriff

Date: _____

Sumter County of County Commissioners

_____ By: _____

Deputy Clerk

Steve Printz, Chairman

Date: _____

Exhibit "A"

Locations for SRO support for the School Board:

Bushnell Elementary School

Lake Pansoffkee Elementary School

Webster Elementary School

Wildwood Elementary School

South Sumter Middle School

Wildwood Middle High School

South Sumter High School

Sumter P.R.E.P. Academy

**THE SCHOOL SAFETY PROGRAM AGREEMENT BETWEEN THE VILLAGES
CHARTER SCHOOL, INC., THE BOARD OF COUNTY COMMISSIONERS OF
SUMTER COUNTY, FLORIDA, AND THE SUMTER COUNTY SHERIFF'S OFFICE**

This School Safety Program Agreement ("Agreement") is made and entered into this _____ day of _____, 2020, by and between The Villages Charter School, Inc. ("Charter School"), the Sumter County Sheriff's Office ("Sheriff"), and the Board of County Commissioners of Sumter County ("BOCC"), Florida.

WHEREAS, any prior agreements between the above parties regarding School Resource Officers ("SROs") are null and void upon execution of this Agreement, and

WHEREAS, Marjory Stoneman Douglas High School Public Safety Act ("Act") increases the need for greater vigilance in the providing of school safety, and

WHEREAS, the Act requires the State of Florida to provide non-recurring and recurring funds to the Florida Department of Education to include but not limited to the funding of SROs provided by the Sheriff, and

NOW, THEREFORE, the parties, in consideration of good and valuable consideration, and in consideration of the obligations of the parties set forth herein, and the parties intending to be legally bound by the terms of this Agreement, stipulate and agree as follows:

1. Recitals. Each of the Whereas clauses and Recitals set forth above is true and accurate in all material aspects and is adopted and incorporated herein.
2. Rights and Duties of Sheriff. The Sheriff shall assign Deputies to provide School Resource Officer services at the locations set by the Charter School depicted in Exhibit "A." The Deputies Sheriff assigned duties of SROs and services contemplated in the Act and approved by Sheriff shall be referred to as SRO Services. The attire for the SROs shall be their full Sumter County Sheriff's Office uniform at all times in the performance of the duties contemplated by this Agreement. Any reassignment, resignation, dismissal, or long-term absence of an SRO shall require the Sheriff to provide a temporary replacement of any such SRO until a replacement SRO is hired, trained, and certified as an SRO. The Sheriff, with coordination with the Charter School, will schedule and deliver training to Charter School designated personnel to act as School Safety Officers and Guardians.
3. Sheriff shall provide the SRO Services pursuant to this Agreement to meet the requirements of the Act as follows:

- a. An allotment of 7,560 hours of SRO time is assigned to this Agreement.
 - i. The Charter School sets the number and regular duty hours of SROs for the locations noted in Exhibit "A."
- b. SRO Responsibilities.
 - i. SROs shall assist the Charter School in exercises, drills, school safety planning, training, crime prevention, threat assessment teams, referrals to other agencies, law enforcement interviews with students according to school policies, and the duties of a Deputy Sheriff.
- c. Appointment as SRO.
 - i. The Sheriff shall select SROs based on the Act to include but not limited to:
 - 1. Each SRO shall be a State Certified Law Enforcement Officer and meet any other training certifications required for this position by the ACT.
 - 2. Each SRO shall have the ability to deal effectively with students. The ages and socio-economic, cultural, and racial composition of the students of the particular school should be considered in making this evaluation.
 - 3. Each SRO shall have the ability to reflect positively on the entire law enforcement community. A goal of each SRO shall be to foster a positive image of law enforcement officers among young people; therefore, the personality, grooming, and communication skills of each SRO are paramount. Each SRO shall have a genuine desire to want to work with the faculty and students at the school assigned as well as genuine care for their safety.
 - 4. Each SRO shall have the ability to provide instruction with a communication skill for maximum effectiveness and accuracy.
 - 5. Each SRO will communicate by radio to the Sheriff's Office law enforcement dispatch, that they arrived at the location

assigned in Exhibit "A" and when they depart, for purposes of tracking the hours of service for billing as noted in Section 5 of this Agreement.

4. Charter School Responsibilities

- a. The Charter School shall set the hours of service for each SRO per location listed in Exhibit "A" to comply with the ACT.
- b. The Charter School shall, to the extent possible, provide the SROs:
 - i. Access to an air-conditioned and properly lighted private office, which office shall contain a telephone to be used for general purposes
 - ii. A location for files and records, which can be properly locked and secured
 - iii. A desk with drawers, a chair, worktable, filing cabinet, and office supplies
 - iv. Access to a computer/printer and internet service
- c. The Charter School shall have the right to remove an SRO, and Sheriff shall provide a replacement in accordance with Section 2 of this Agreement.
- d. The Charter School shall remit monthly payments to BOCC for the costs associated with this Agreement within thirty (30) days of receipt of the BOCC invoice.
- e. In compliance with Section 1006.13(4) Florida Statutes and the School Environmental Incident Report (SESIR), any acts that pose a threat to school safety, whether committed by a student or adult, shall be reported to the Director of Education, or designee, who shall report the acts to the SRO and the Charter School's Safety Specialist.
- f. If requested by the Director of Education, or designee, the SRO, or other appropriate law enforcement officers, shall assist in the investigation of the acts that pose a threat to school safety. Upon conclusion of the investigation, the SRO shall report the findings of the investigation to the Charter School's Safety Specialist to properly document the disposition of

the incident. Additionally, the School Principal, or his or her designee, shall consult with SROs concerning appropriate delinquent acts and crimes.

5. BOCC responsibilities.

- a. BOCC shall invoice Charter School within fifteen (15) days only for hours used in the prior month at the rate of \$25.00 per hour for the allotment of 7,560 hours from July 1, 2020, through June 30, 2021. Any hours used beyond the allotment for each year of this Agreement shall be billed at a rate of \$50 per hour.
- b. The SRO position of Sergeant is funded fully by the BOCC; and, therefore, exclusive of the hours allotted to the Charter School and not billable to the Charter School. The Sergeant provides oversight of the SROs and acts as the Sheriff's liaison with the Charter School for the SRO services provided under this Agreement.

6. Termination of the Agreement. Any of the Parties, upon at least sixty (60) days written notice to each other party, may terminate this Agreement, provided that no such termination causes a party to violate the Act or the reimbursement to the BOCC for such provision of services by the Sheriff under the Act.

7. Miscellaneous. It is acknowledged and agreed by the Parties that the SROs shall remain employees of the Sheriff, and shall not be considered employees of the Charter School or BOCC. It is further acknowledged and agreed that the SROs are under the direct supervision of the Sheriff, and shall remain responsive to the chain of command of the Sheriff.

8. Modification. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the Parties to be charged.

9. Non-Assignment. This Agreement, and each and every covenant herein, shall not be capable of assignment by any of the Parties hereto, unless the express written consent of the Charter School, Sheriff, and BOCC is obtained.

10. Florida Public Records Law. All Parties, at all times, shall comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida. **IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road,**

Wildwood, Florida 34785 or via email at
Administrative.Services@sumtercountyfl.gov.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed
by their duly authorized officers.

Signed, Sealed, and Delivered The Villages Charter School, Inc.
In the Presence of:

_____ By: _____

Gary Lester, Chair

Date: _____

The Sumter County Sheriff's Office

_____ By: _____

William O. Farmer, Jr., Sheriff

Date: _____

Sumter County of County Commissioners

_____ By: _____

Deputy Clerk

Steve Printz, Chairman

Date: _____

Exhibit "A"

Locations for SRO support for the Charter School:

The Villages Charter Elementary School Primary Center

The Villages Charter Elementary School Intermediate Center

The Villages Charter Elementary School 4th & 5th Grade Center

The Villages Charter Middle School

The Villages High School

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Terminate Existing Business Industry Incentive Agreement between Sumter County and Highway Systems, Inc. (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: Highway Systems, Inc.
Effective Date: 3/26/2019 Termination Date: 3/25/2024
Managing Division / Dept.: **Economic Development**

BUDGET IMPACT: N/A

FUNDING SOURCE:

Type: Annual **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

On March 26, 2019, the BOCC entered into an existing business industry incentive agreement with Highway Systems, Inc. related to a planned expansion. The planned expansion remains in concept form and no design or permit activity has been submitted to the County, nor are there any imminent submissions pending.

In March of 2020 Highway Systems, Inc. was acquired by Arcosa Traffic Structures, LLC.

The existing incentive agreement with Highway Systems Inc. is recommended for termination by the County exercising part 26, section A, number 7 of the incentive agreement where the Company is no longer in existence. A new agreement with Arcosa Traffic Structures, LLC. will be considered at the time that the adjusted scope and timeline of the planned expansion by the new business are known.

Any funds forecasted for the terminated incentive agreement will be removed from current budget planning.

Attached for the Chairman’s signature is the termination letter dated April 28, 2020.

Prepared by: Frank Calascione **Grammarly Check**

Board of County Commissioners Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: <http://sumtercountyfl.gov>



April 28, 2020

Mr. Jason Bell
President
Arcosa Traffic Structures, LLC.
1749 County Road 525E
Sumterville, FL 33585

Re: Existing Industry Incentive Agreement

Dear Mr. Bell:

Please be advised that as of April 28, 2020, this letter will serve as our notice of termination of the incentive agreement dated March 26, 2019, between Sumter County and the former Highway Systems, Inc. which was recently acquired by Arcosa Traffic Structures, LLC.

Sumter County Economic Development staff look forward to discussing a new incentive agreement with Arcosa once the scope and timeline of the future expansion are determined.

Sincerely,

Steve Printz
Chairman

Al Butler, Dist 1
Second Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

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

Steve Printz, Dist 5
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
Vice Chairman
(352) 689-4400
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 East McCollum Avenue
Bushnell, FL 33513

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

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Sumter County Non-Congregate Sheltering Agreements (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: Varies (see below)
Effective Date: 4/28/20 Termination Date: 6/28/20
Managing Division / Dept: **Emergency Management**

BUDGET IMPACT: Varies depending on the usage (reimbursable by FEMA)

FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

In a memo distributed by FEMA on March 18, 2020, FEMA recognized that non-congregate sheltering may be necessary in the Public Health Emergency to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. In accordance with Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of state, local, tribal, and territorial public health officials may be reimbursed under Category B of FEMA’s Public Assistance program.

Sumter County requested and received approval for a county-established and managed COVID-19 pandemic outbreak non-congregate sheltering and support services. Attached for BOCC review and approval are five Sumter County Non-Congregate Sheltering Agreements with the following local hotel/motel establishments:

- Holiday Inn Express & Suites The Villages
- Comfort Inn & Suites Wildwood – The Villages
- Days Inn Wildwood
- Comfort Suite The Villages
- Hampton Inn & Suites Lady Lake/The Villages

Prepared by: Becky Segrest Grammarly Check

SUMTER COUNTY NON-CONGREGATE SHELTERING AGREEMENT

THIS AGREEMENT is made this 28th day of April 2020, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Hampton Inn & Suites Lady Lake/The Villages** (hereafter referred to as "Company"), whose address is 11727 NE 63rd Drive, Lady Lake, Florida, 32162.

RECITALS

WHEREAS, the Board has need of non-congregate sheltering for employees, medical staff, and first responders in Sumter County during the Declaration of Public Health Emergency, Executive Order Number 20-83 and a Local State of Emergency declared by Sumter County Board of County Commissioners; and

WHEREAS, the parties desire to enter into a written agreement outlining the accommodations and compensation to the Company, based on the Company's response to a request for pricing by Sumter County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Company to the Board will be that of a professional Company and the Company will provide the services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Company's profession, and Company will endeavor to provide to the Board efficient services to the best of its ability.
2. Company is hereby retained as a Non-Congregate Sheltering Facility provider, and will work with the Board to provide said accommodation services.
3. The term of this Agreement shall commence on the day and year as shown above and continue in full force for sixty (60) days and may be extended upon written agreement between the Parties.
4. With regard to compensation paid to Company, Company shall furnish to the Board an itemized invoice detailing the dates, and price per night for anyone staying at the hotel/motel under this agreement. Company acknowledges and agrees that the rates set forth in the attached quote shall remain fixed throughout the duration of the Agreement, and any extensions thereof, and thereafter shall only be adjusted by mutual written agreement of both parties.
5. General Considerations.
 - a. The Company agrees to provide Sumter County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Company which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
 - b. The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Company agrees to provide the FEMA Administrator, or his authorized representatives, access to construction or other work sites pertaining to the work being completed under this Agreement.

- d. In compliance with the Disaster Recovery Act of 2018, Sumter County and the Company acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. The Company shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- f. **If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- g. The Board and Company each binds itself and its successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this Agreement; and neither the Board nor Company shall assign or transfer their interest in this agreement without the prior written consent of the other party.

6. The Agreement Documents, which comprise the entire Agreement between Board and Company and which are further incorporated herein by reference, consist of the following:

- a. Vendor's Response to Quote Request

7. Company does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

8. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

9. **Suspension and Debarment**

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Company is required to verify that none of the Company, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Sumter County. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Sumter County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment**

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Company, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Company is hereby designated as an independent Company to the Board and none of the employees, agents or servants of the Company shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Company does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this Agreement shall be maintained solely in the County or Circuit Court in and for Sumter County, Florida, and Company hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court,

Federal Court or administrative tribunal.

14. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Company will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this Agreement.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE COMPANY

Name: Bradley S. Arnold _____ Name: Hampton Inn & Suites _____

Address: 7375 Powell Rd _____ Address: 11727 NE 63rd Dr. _____

_____ Wildwood, FL 34785 _____ Lady Lake, FL 32162 _____

Title: County Administrator _____ Title: _____

Date: _____ Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

HAMPTON INN & SUITES LADY
LAKE/THE VILLAGES

By: _____

By: _____

Date Signed: _____

O'Brien, Richard

From: Craig Musil <craigmusil@hotmail.com>
Sent: Wednesday, April 08, 2020 3:16 PM
To: O'Brien, Richard
Subject: HOTEL ROOM RATES

Hi Richard,

As discussed we would like to offer the following room rate to Sumter County Emergency Response:

\$81 per night
Comfort Suites The Villages
1202 Avenida Central
Lady Lake, FL 32159
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

\$81 per night
Holiday Inn Express & Suites The Villages
1205 Avenida Central
Lady Lake, FL 32159
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

\$96 per night
Comfort Inn & Suites Wildwood - The Villages
1224 S Main Street
Wildwood, FL 34785
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

Please do not hesitate to contact me should you have any additional questions.

Thanks,
Craig Musil
705-323-3002 cell
craigmusil@hotmail.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

SUMTER COUNTY NON-CONGREGATE SHELTERING AGREEMENT

THIS AGREEMENT is made this 28th day of April 2020, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Craig Musil – Comfort Suites The Villages** (hereafter referred to as "Company"), whose address is 1202 Avenida Central, Lady Lake, Florida, 32159.

RECITALS

WHEREAS, the Board has need of non-congregate sheltering for employees, medical staff, and first responders in Sumter County during the Declaration of Public Health Emergency, Executive Order Number 20-83 and a Local State of Emergency declared by Sumter County Board of County Commissioners; and

WHEREAS, the parties desire to enter into a written agreement outlining the accommodations and compensation to the Company, based on the Company's response to a request for pricing by Sumter County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Company to the Board will be that of a professional Company and the Company will provide the services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Company's profession, and Company will endeavor to provide to the Board efficient services to the best of its ability.
2. Company is hereby retained as a Non-Congregate Sheltering Facility provider, and will work with the Board to provide said accommodation services.
3. The term of this Agreement shall commence on the day and year as shown above and continue in full force for sixty (60) days and may be extended upon written agreement between the Parties.
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 - a. The Company agrees to provide Sumter County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Company which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
 - b. The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Company agrees to provide the FEMA Administrator, or his authorized representatives, access to construction or other work sites pertaining to the work being completed under this Agreement.

- d. In compliance with the Disaster Recovery Act of 2018, Sumter County and the Company acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. The Company shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- f. **If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
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- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Company is required to verify that none of the Company, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
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- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment**

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Company does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this Agreement shall be maintained solely in the County or Circuit Court in and for Sumter County, Florida, and Company hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court,

Federal Court or administrative tribunal.

14. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Company will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this Agreement.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE COMPANY

Name: Bradley S. Arnold

Name: Craig Musil

Address: 7375 Powell Rd

Address: 1202 Avenida Central

Wildwood, FL 34785

Lady Lake, FL 32162

Title: County Administrator

Title: Owner

Date:

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

Company

By: _____

By: _____

Date Signed: _____

O'Brien, Richard

From: Craig Musil <craigmusil@hotmail.com>
Sent: Wednesday, April 08, 2020 3:16 PM
To: O'Brien, Richard
Subject: HOTEL ROOM RATES

Hi Richard,

As discussed we would like to offer the following room rate to Sumter County Emergency Response:

\$81 per night

Comfort Suites The Villages

1202 Avenida Central

Lady Lake, FL 32159

Contact: Craig Musil, Owner

craigmusil@hotmail.com

705-323-3002 cell

\$81 per night

Holiday Inn Express & Suites The Villages

1205 Avenida Central

Lady Lake, FL 32159

Contact: Craig Musil, Owner

craigmusil@hotmail.com

705-323-3002 cell

\$96 per night

Comfort Inn & Suites Wildwood - The Villages

1224 S Main Street

Wildwood, FL 34785

Contact: Craig Musil, Owner

craigmusil@hotmail.com

705-323-3002 cell

Please do not hesitate to contact me should you have any additional questions.

Thanks,

Craig Musil

705-323-3002 cell

craigmusil@hotmail.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

SUMTER COUNTY NON-CONGREGATE SHELTERING AGREEMENT

THIS AGREEMENT is made this 28th day of April 2020, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **Days Inn Wildwood** (hereafter referred to as "Company"), whose address is 551 East State Road 44, Wildwood, Florida, 34785.

RECITALS

WHEREAS, the Board has need of non-congregate sheltering for employees, medical staff, and first responders in Sumter County during the Declaration of Public Health Emergency, Executive Order Number 20-83 and a Local State of Emergency declared by Sumter County Board of County Commissioners; and

WHEREAS, the parties desire to enter into a written agreement outlining the accommodations and compensation to the Company, based on the Company's response to a request for pricing by Sumter County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Company to the Board will be that of a professional Company and the Company will provide the services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Company's profession, and Company will endeavor to provide to the Board efficient services to the best of its ability.
2. Company is hereby retained as a Non-Congregate Sheltering Facility provider, and will work with the Board to provide said accommodation services.
3. The term of this Agreement shall commence on the day and year as shown above and continue in full force for sixty (60) days and may be extended upon written agreement between the Parties.
4. With regard to compensation paid to Company, Company shall furnish to the Board an itemized invoice detailing the dates, and price per night for anyone staying at the hotel/motel under this agreement. Company acknowledges and agrees that the rates set forth in the attached quote shall remain fixed throughout the duration of the Agreement, and any extensions thereof, and thereafter shall only be adjusted by mutual written agreement of both parties.
5. General Considerations.
 - a. The Company agrees to provide Sumter County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Company which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
 - b. The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Company agrees to provide the FEMA Administrator, or his authorized representatives, access to construction or other work sites pertaining to the work being completed under this Agreement.

- d. In compliance with the Disaster Recovery Act of 2018, Sumter County and the Company acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. The Company shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- f. **If the Company has questions regarding the application of Chapter 119, Florida Statutes, to the Company's duty to provide public records relating to this agreement, contact the custodian of public records at 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
- g. The Board and Company each binds itself and its successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this Agreement; and neither the Board nor Company shall assign or transfer their interest in this agreement without the prior written consent of the other party.

6. The Agreement Documents, which comprise the entire Agreement between Board and Company and which are further incorporated herein by reference, consist of the following:

- a. Vendor's Response to Quote Request

7. Company does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

8. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

9. **Suspension and Debarment**

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Company is required to verify that none of the Company, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
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- c. This certification is a material representation of fact relied upon by Sumter County. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Sumter County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment**

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Company, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Company is hereby designated as an independent Company to the Board and none of the employees, agents or servants of the Company shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Company does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this Agreement shall be maintained solely in the County or Circuit Court in and for Sumter County, Florida, and Company hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court,

Federal Court or administrative tribunal.

14. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Company will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this Agreement.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE COMPANY

Name: Bradley S. Arnold

Name: Days Inn Wildwood

Address: 7375 Powell Rd

Address: 551 E. SR 44

Wildwood, FL 34785

Wildwood, FL 34785

Title: County Administrator

Title:

Date:

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

Company

By: _____

By: _____

Date Signed: _____

O'Brien, Richard

From: David L. Murdock <daysinnwildwood@yahoo.com>
Sent: Thursday, April 09, 2020 8:14 AM
To: O'Brien, Richard
Subject: Days Inn Wildwood Housing for 1st responders

Richard

We are excited to help in these uncertain time with your housing as my self have 2 First Responders in my immediate family.

We are offering \$60.00 per room. As we discussed you will be tax exempt from both taxes. We do have a daily admin fee of \$3.00 which is inclusive of no charge for long distance, out going or in coming phone calls, free HIGH SPEED WIFI and fax service

Please contact me after receiving this info.
352-321-5528

Respectively,

David LeEdward Murdock
Days Inn Wildwood
551 East State Road 44
Wildwood, Florida 34785
Phone: 3527487766
Cell 3523215528
Fax: 3527481220

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

SUMTER COUNTY NON-CONGREGATE SHELTERING AGREEMENT

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RECITALS

WHEREAS, the Board has need of non-congregate sheltering for employees, medical staff, and first responders in Sumter County during the Declaration of Public Health Emergency, Executive Order Number 20-83 and a Local State of Emergency declared by Sumter County Board of County Commissioners; and

WHEREAS, the parties desire to enter into a written agreement outlining the accommodations and compensation to the Company, based on the Company's response to a request for pricing by Sumter County;

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- d. In compliance with the Disaster Recovery Act of 2018, Sumter County and the Company acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
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Name: Craig Musil

Address: 7375 Powell Rd

Address: 1224 S. Main Street

Wildwood, FL 34785

Wildwood, FL 34785

Title: County Administrator

Title: Owner

Date:

Date:

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Date Signed: _____

ATTEST:

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Contact: Craig Musil, Owner
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705-323-3002 cell

Please do not hesitate to contact me should you have any additional questions.

Thanks,
Craig Musil
705-323-3002 cell
craigmusil@hotmail.com

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10. **Byrd Anti-Lobbying Amendment**

Companies who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

11. Company, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Company is hereby designated as an independent Company to the Board and none of the employees, agents or servants of the Company shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Company does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this Agreement shall be maintained solely in the County or Circuit Court in and for Sumter County, Florida, and Company hereby specifically waives its right or privilege to

institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

14. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Company will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this Agreement.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE COMPANY

Name: Bradley S. Arnold

Name: Craig Musil

Address: 7375 Powell Rd

Address: 1205 Avenida Central

Wildwood, FL 34785

Lady Lake, FL 32159

Title: County Administrator

Title: Owner

Date:

Date:

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: Chairman

Date Signed: _____

ATTEST:

Company

By: _____

By: _____

Date Signed: _____

O'Brien, Richard

From: Craig Musil <craigmusil@hotmail.com>
Sent: Wednesday, April 08, 2020 3:16 PM
To: O'Brien, Richard
Subject: HOTEL ROOM RATES

Hi Richard,

As discussed we would like to offer the following room rate to Sumter County Emergency Response:

\$81 per night
Comfort Suites The Villages
1202 Avenida Central
Lady Lake, FL 32159
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

\$81 per night
Holiday Inn Express & Suites The Villages
1205 Avenida Central
Lady Lake, FL 32159
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

\$96 per night
Comfort Inn & Suites Wildwood - The Villages
1224 S Main Street
Wildwood, FL 34785
Contact: Craig Musil, Owner
craigmusil@hotmail.com
705-323-3002 cell

Please do not hesitate to contact me should you have any additional questions.

Thanks,
Craig Musil
705-323-3002 cell
craigmusil@hotmail.com

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>



**SUMTER COUNTY
BOARD OF COUNTY
COMMISSIONERS**

TRAVEL POLICY

Adopted August 13, 2013
Revision Approved by the
Board of County Commissioners on
November 24, 2015
September 27, 2016
November 12, 2019
April 24, 2020

Purchasing

7375 Powell Road,
Wildwood, FL 34785
(352)689-4400
[Purchasing@sumtercounty
fl.gov](mailto:Purchasing@sumtercounty.fl.gov)



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General Information

Travel on Sumter County (County) business shall be authorized and reimbursed in accordance with Florida Statutes (F.S.) Chapter 112.061 and the Travel Policy and Procedures approved by the Sumter County Board of County Commissioners (BOCC). F.S. Chapter 112.061(14)(c) provides that Florida counties are subject to the requirements of F.S. Chapter 112.061.

Pursuant to F.S. Chapter 112.061(3)(b), travel expenses shall be limited to those expenses necessarily incurred by the traveler in the performance of a public purpose authorized by law to be performed by the County. All travel on County business shall be performed in the most economical, reasonable, and efficient manner possible, minimizing travel costs without unfairly burdening the individual traveler. No personal expenses and/or expenses for family members and friends, including but not limiting expenses for recreational activities or entertainment, shall be charged to the County. In accordance with F.S. Chapter 112.061(7)(a), if a traveler uses an indirect route for his/her convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on only such charges as would have been incurred by the most direct route.

Original receipts shall be submitted with the travel expense report as stated within these policy and procedures.

These policy and procedures comply with F.S. Chapter 112.061, the BOCC Employee Manual, and the BOCC Vehicle Use Policy.

These policy and procedures are designed to provide direction and assist in planning and processing travel requests and reimbursements for BOCC employees, elected officials, and non-County employees required and approved by the BOCC to travel for County business. It is the responsibility of all authorized travelers to comply with the guidelines set forth in these policy and procedures for County business travel. If a traveler needs a reasonable accommodation, it will be considered on a case-by-case basis and must be approved by Employee Services and the County Administrator.

Travel Requests

Travel requests must be approved via the **Prior Approval to Travel Form** before any registration and/or booking can occur in order to comply with F.S. Chapter 112.061(3)(a). The completed and approved Prior Approval to Travel Form shall be submitted at a minimum of two (2) weeks prior to employee travel, or in time to benefit from early reservation discounts. Travel requests (hotel, airlines, conference registrations, training) involving **overnight stay** should be sent to administrative.services@sumtercountyfl.gov. Travel requests involving **day travel** (no overnight stay involved) should be sent to purchasing@sumtercountyfl.gov.

All approved travel requests must meet the following criteria:

- the trip must serve a public purpose,
- the expenditures must be budgeted and/or justified, and
- funds must be available.



Reservations

All travel related reservation expenses including event registration, airline, and lodging reservation fees, and vehicle rentals shall be paid via a BOCC purchasing card. Other means of transportation (e.g. Uber, shuttle) while traveling shall be paid by the travelers and claimed on their Travel Reimbursement Form unless they received a Travel Advance.

Reservations should be made via the most economical method available. Airline, lodging, and other applicable transportation rates should be researched prior to booking. Government rates and conference rates (if applicable) should be requested for each trip. The person making the reservation for the traveler must avoid booking and hidden fees.

Travel Reward Programs

In accordance with the best practices established by the Executive Office of the State of Florida Governor's Code of Ethics adopted through the Executive Order 11-03 on January 4, 2011 and the IRS Internal Revenue Manual, Part 30.5.2.6, travelers may retain for personal use promotional items received during the course of an official business trip if such items are obtained under the same conditions as those offered to the general public at no additional cost to the government, including but not limited to frequent-flyer miles and/or bonus miles as well as hotel reward points.

Travel Expense Advanced Requests

In accordance with F.S. Chapter 112.061(12), travelers may request an authorization to receive a travel advance payment in lieu of a reimbursement for meals, and incidentals. In order to request a travel advance, the traveler must submit a **Travel Advance/Reimbursement Form** to their supervisor for approval. Once approved, the form with all supporting documentation must be forwarded to Purchasing for processing.

Travel advance requests will not be approved if either of the following applies:

- The travel advance payment is requesting the check to be processed earlier than 14 days prior to the start of travel, unless authorized by the County Administrator.
- The traveler has an existing travel advance outstanding.

Allowable Expenses

As provided in F.S. Chapter 112.061(6), a traveler may claim per diem (F.S. Chapter 112.061(6)(a)1) or actual expenses for lodging and meals for Class A and B Travel (F.S. Chapter 112.061(6)(a)2). Actual expenses must be used for all transportation and registration expenses. The traveler shall not be reimbursed on a per diem basis for Class C travel pursuant to F.S. Chapter 112.061(5)(b).

This policy will use the following terms as defined in F.S. Chapter 112.061(2)(i-m) and (5)(a):

- Travel day is a period of 24 hours consisting of four quarters of 6 hours each.



- Travel period is the time duration from a defined date, hour, and location of departure to the date, hour, and location concluding the travel.
- Class A travel is a continuous travel of 24 hours or more away from official headquarters. The travel day for Class A travel shall be a calendar day (midnight to midnight).
- Class B travel is a continuous travel of less than 24 hours which involves overnight absence from official headquarters. The travel day for Class B shall be same as the travel period.
- Class C travel is a travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

Per Diem

Per Diem is an allowance paid to the traveler for lodging, meals, and incidental expenses incurred when travelling. This allowance is paid in lieu of the traveler's actual expenses.

The per diem rate and calculations of per diem shall comply with F.S. Chapter 112.061(5)(a) and F.S. Chapter 112.061(6)(a)1.

Actual Expenses

Meals

Allowance for meals shall comply with F.S. Chapter 112.061(5)(b) and 112.061(6)(b). The allowance for meals will be based on the following schedule:

- a. Breakfast – When travel begins before 6 a.m. and extends beyond 8 a.m.
- b. Lunch – When travel begins before 12 noon and extends beyond 2 p.m.
- c. Dinner – When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during the nighttime hours due to special assignment.

Lodging

All lodging expenses must be put on a BOCC purchasing card and should not be paid out-of-pocket by the traveler. Travelers should choose the most economical and efficient lodging keeping in mind the closest distance to the training, conference, meeting, etc.

Transportation

Whenever possible, car-pooling should be utilized to minimize the cost of travel to the County. When more than one County employee is traveling to a conference, meeting, or any official business directly related to the employee's job performance, transportation should be shared and cost minimized.

County-Owned Vehicle

A County-owned vehicle is preferred for the transportation within the State of Florida. Refer to the BOCC Vehicle Use Policy, Section IX for vehicle use preferences.



Privately-Owned Vehicle

The use of privately owned vehicles for the convenience of the traveler is voluntary and must be approved by the County Administrator. If a County-owned vehicle is available and the traveler seeks permission to use their own vehicle for travel for personal reasons (i.e. spouse accompanying the traveler), the traveler will not be reimbursed for mileage or tolls. Refer to the BOCC Vehicle Use Policy Section XI for additional policies and procedures regarding the use of a privately owned vehicle for County business. If a privately owned vehicle is approved (other than for personal reasons) the traveler shall be entitled to a mileage allowance of the IRS prevailing rate. If mileage is claimed, it shall be shown from point of origin to the point of destination.

Rental Vehicle, Taxi, Shuttle, Bus, Uber, etc.

If a County-owned vehicle is not being used, the traveler must choose the most economical travel route and the most economical and efficient travel method. Use of local transportation such as taxi, shuttle, bus, Uber, etc. shall be limited to official purposes, which includes transportation between places where the employee's presence is required for official business (e.g. from airport to hotel). Reimbursement of local transportation for purposes such as shopping, personal choice of restaurants, movie theaters, etc. will not be reimbursed.

Airline

Air travel shall be authorized for official out-of-State official business when it is the most efficient and economical means. Airfares should be researched to identify the most reasonable, cost effective fare and booked through a reliable source using a County purchasing card. The traveler should not select a different route and/or rate class for their own benefit.

Reasonable and actual add-on airline fees, such as checked baggage fees within the fare class for which the traveler is authorized, will be reimbursed when approved and submitted with the receipt. The approved excess baggage fees will be reimbursed with the receipt when incurred for business purpose for any additional luggage, heavy or bulk material and/or equipment.

Using discounted airfares, commonly referred to as a 'super saver' tickets, are allowable under the condition that the traveler is certain of the trip. Payment of a penalty for cancellation of a super saver ticket may be made from County funds only if the cause for cancellation is in the best interest of the County (justification must be included with request for reimbursement, detailing the circumstances necessitating payment of such). Cancellation of a super saver ticket for the convenience of the traveler will not be paid from County funds. Although the savings realized from the use of such tickets may be considerable, County personnel shall also keep in mind that the penalties for cancellation of the tickets are generally substantial.

Travelers are responsible for unused or lost tickets. Since the ticket is obtained using a County purchasing card, the traveler shall reimburse the County the full amount paid for the ticket within 10 (ten) business days.

If travelers are performing official travel and a carrier denies you a confirmed reserved seat on a plane, you must give the County any payment you receive for liquidated damages. You must



ensure the carrier shows “Sumter County Board of County Commissioners” as the payee on the compensation check and then forward the payment to the Office of Management and Budget (OMB) for deposit.

Travelers may keep compensation if voluntarily vacating their seat will not interfere with performing their official duties. However, additional travel expenses, incurred because of vacating their seat, are borne by the traveler and will not be reimbursed. Additionally, if a traveler volunteers to delay their travel during working hours, the County will charge the traveler with annual leave for the additional hours.

Incidental Expenses

The following incidental travel expenses may be reimbursed with a proper receipt, documentation and approval from Division Manager, Department Head or the County Administrator.

- Storage and/or parking fees (if no free option is available or payment via a County Sun Pass is not available). Valet parking is reimbursable only if no other option is available. Valet parking will not be reimbursed if used for the convenience of the traveler.
- Tolls (if a County Sun Pass is not used).
- Tips (Reasonable tips and gratuities may be reimbursed for actual tips paid to taxi or Uber drivers - not to exceed 15% of the fare), and actual tips paid for mandatory valet parking (not to exceed \$3 per occasion). Tips for meals are not reimbursable unless the meal is related to official County business (e.g., Economic Development related meals).
- Official communications, internet, and fax costs.
- Other necessary expenses not otherwise provided for within these policy and procedures, but incurred for the benefit of the County.

Travel Expense Reimbursement Requests

Within seven (7) working days after return, the traveler shall forward all information and expenditures related to their recent travel to Purchasing at Purchasing@sumtercountyfl.gov so that Purchasing staff can prepare the **Travel Advance/Reimbursement Form** for the traveler’s review and approval.

Travel expenses that were paid in advance to the traveler must be subtracted from the total reimbursement request. If the traveler has received advances greater than the total travel expense, he/she shall provide a reimbursement check made payable to the Sumter County BOCC in the exact amount of such overpayment and submit it with the final **Travel Advance/Reimbursement Form**.

The traveler must sign the form; no one is authorized to sign the form for the traveler. The purpose of the traveler’s signature is to ensure that he/she acknowledges the expenses to be true, correct, and necessary for County business.



The **Travel Advance/Reimbursement Form** and all supporting documentation must be reviewed and approved by the Division Manager, Department Head, or County Administrator, as applicable. By his or her certification, the authorizing agent approving the travel reimbursement will be held responsible for all items of expense as being necessary and correct. Any fraudulent claims will be handled in compliance with F.S. Chapter 112.061(10).

Reimbursement for Class A and B travel expenses will be paid via check to the traveler within two weeks of approval by Purchasing. Reimbursement for Class C travel expenses will be remitted to the traveler during the next regularly scheduled payroll after approval by Purchasing staff.

Sickness or Injury During Travel

In accordance with F.S. Chapter 112.061(3)(g), if a traveler becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the County, the traveler shall continue to be eligible for allowable travel expenses during the period of illness or injury until such time as he or she is able to perform the official business of the County or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the County Administrator.

Travel Reimbursement Requests for Job Applicant Interviews

All reimbursement requests for travel expenses of a job applicant will be handled on a case-by-case basis. Employee Services will discuss required travel arrangements with each candidate prior to scheduling an interview. If the candidate requests travel expense reimbursement, Employee Services will request approval from the County Administrator. Once approved by the County Administrator, Employee Services will direct the candidate to make the travel arrangements and will inform the candidate that all reasonable airfare, hotel, and auto expenses will be reimbursed. Employee Services will initiate a **Travel Advance/Reimbursement Form** on behalf of the candidate. The candidate will provide the supporting documentation required in the **Travel Expense Reimbursement Requests** section of this policy. Once the supporting documentation has been received and the **Travel Advance/Reimbursement Form** has been completed and signed by the Employee Services and reviewed by Purchasing, the County Administrator will approve the request and the candidate will be paid via check within two weeks of approval.

Reservation of Authority

The County Administrator and/or the Sumter County BOCC have the authority to revise these procedures at any time without prior notice.



Glossary of Terms

Class A Travel – Continuous travel of 24 hours or more away from the official headquarters.

Class B Travel – Continuous travel of less than 24 hours that involves overnight absence from the official headquarters.

Class C Travel – Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

Common Carrier – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

Official Headquarters – Work location where a traveler has routinely reported for duty for a period of over 30 continuous workdays and/or a city or town for the work location.

Traveler – A public officer, public employee, or authorized person, when performing authorized County business travel.

Travel Period – The time duration from a defined date, hour, and location of departure to the date, hour, and location concluding the travel.



Attachment A: Prior Approval to Travel Form

NAME _____

DATE _____

EMPLOYER NAME BOCC Elected Officials Source2

POSITION & DIVISION _____

TRAVEL DESTINATION _____

DATE(S) OF TRAVEL _____ THROUGH _____

PURPOSE OF TRAVEL _____

JOB RELATED BENEFITS _____

BUDGETED TRAINING? G/L ACCOUNT # ____ - ____ - ____ -5500

BUDGETED TRAVEL? G/L ACCOUNT # ____ - ____ - ____ -1201

G/L ACCOUNT # ____ - ____ - ____ -4000

If the travel is not budgeted, the Department Head must indicate what G/L to use for the budget modification: G/L ACCOUNT # ____ - ____ - ____ - ____

ESTIMATED COST OF TRAVEL _____

MEALS _____ LODGING _____

REGISTRATION _____ OTHER _____

TRANSPORTATION _____ AIRLINE BAGGAGE FEES _____

COUNTY VEHICLE PERSONAL VEHICLE RENTAL VEHICLE

CLASS C TRAVEL (to be completed when utilizing Class C travel):

TRANSPORTATION COUNTY VEHICLE PERSONAL VEHICLE

EMPLOYEE _____

DIVISION MANAGER _____

DEPARTMENT HEAD/COUNTY ADMINISTRATOR _____



Attachment D: Sumter County BOCC Tax Exemption Certificate

(For use only as prescribed within the Sumter County BOCC's Travel Policy and Procedures)

0000025 12/22/18



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012622366C-3	02/28/2019	02/29/2024	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SUMTER COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS
7375 POWELL RD STE 200
WILDWOOD FL 34785-4203

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Partial Release of Liens for Property located at 4425 CR 317A, Bushnell (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept: **Administrative Services**

BUDGET IMPACT: N/A

FUNDING SOURCE: _____
Type: N/A **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

Partial release of liens for property located at 4425 CR 317A, Bushnell as requested by Felix Adams, Attorney at Law to facilitate the sale of the property. Liens are based on Thurman L. Adams 1/4 undivided interest in the property.

Prepared by: Brenda L Schlak **Grammarly Check**

FELIX M. ADAMS
Attorney at Law

230 N. Main Street
Bushnell, Florida 33513

Telephone (352)793-6900

April 6, 2020

Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785

RE: Thurman L. Adams
4425 CR 317A, Bushnell, Florida

Dear Mr. Arnold:

I represent Mr. and Mrs. Gregory Blaikie, the buyers of the above referenced property, please see attached real estate contract. The property was recently probated, and the property vested as follows: an undivided $\frac{1}{4}$ interest to Rebecca L. Powers, an undivided $\frac{1}{4}$ interest to Jason A. Adams, an undivided $\frac{1}{4}$ interest to Thurman L. Adams, and an undivided $\frac{1}{4}$ interest to Autumn Carpenter.

The issue at hand and the purpose of this letter is that Thurman L. Adams has the following liens and judgements against him:

2009CF536	\$100.00, Public Defender Lien
2009CF536	\$9,050.00, plus interest Civil Restitution Lien
2015CR98	\$22,500.00, plus interest Civil Restitution Lien

Since Thurman L. Adams has an interest in the above referenced property, the above liens attached to his undivided $\frac{1}{4}$ interest in the property.

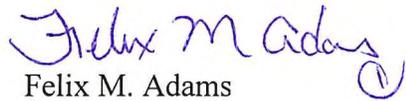
The purchase price of the property is \$20,000.00, and Thurman L. Adams, share of the approximate net proceeds of \$17,226.50, divided by 4 would be \$4,303.63, which is not sufficient to satisfy the liens. Please see attached draft HUD Settlement Statement.

I am requesting that the County prepare a partial release of the above liens, releasing the subject property, upon the receipt of Thurman L. Adams' share of the net proceeds from the sale of the property.

My office has contacted several departments within the county and has been unable to obtain assistance in this matter, and I would greatly appreciate any assistance or direction that you may be able to provide me. It is unfair to the other property owners to not be able to consummate the sale of this property because the purchase price is not sufficient to satisfy the outstanding liens of one of the co-owners of the property.

Thank you for your time and consideration.

Sincerely,


Felix M. Adams

enc.

Residential Contract For Sale And Purchase

PARTIES: Rebecca L. Powers, Jason A. Adams, Thurman L. Adams, and Autumn Carpenter, ("Seller"), and Gregory Alan Blaikie and Denise Leanne Blaikie, his wife ("Buyer"), agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) **Street address, city, zip: 4425 CR 317A, Bushnell, Florida**
- (b) Property is located in: Sumter County, Florida. Real Property Tax ID No.: **M11-028**
- (c) Real Property: The legal description is

The South ½ of the following described parcel: LOT 3, Begin at the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 11, Township 21 South, Range 21 East, Sumter County, Florida, run thence North 0 degrees 59 minutes 56 seconds West 590 feet, thence South 89 degrees 33 minutes 36 seconds East 401.95 feet, thence South 0 degrees 59 minutes 56 seconds East 215 feet, thence North 89 degrees 33 minutes 36 seconds West 25 feet, thence South 0 degrees 59 minutes 36 seconds East 375 feet, thence North 89 degrees 33 minutes 36 seconds West 376.95 feet to the Point of Beginning. SUBJECT TO an easement for ingress and egress only across the East 25 feet of the North 215 feet of said property.

TOGETHER WITH an easement for ingress, egress and utilities over and across the East 25 feet of the South 105 feet of the North ½ of LOT 3 as described above.

SUBJECT TO the following:

EASEMENT in favor of Sumter Electric Cooperative, Inc., as recorded June 3, 1975 in Official Record Book 163, Page 708, of the Public Records of Sumter County, Florida.

TOGETHER WITH all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1 (e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: To be determined by the parties.

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

Buyer's Initials _____

Seller's Initials _____

PURCHASE PRICE AND CLOSING

2. **PURCHASE PRICE** (U.S. currency) **\$20,000.00**
- (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)** **\$000.000**
- Escrow Agent Information: Name: Felix M. Adams, P.A.
Address: 230 N. Main Street
Bushnell, FL 33513
352-793-6900
- Phone: E-mail: Fax: kimadams@felixadams.com
- Balance:** **\$20,000.00**

3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

The buyer has paid the outstanding real estate taxes.

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before **February 10, 2020**, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. **CLOSING DATE:**

Unless modified by other provisions of this Contract, the closing of this transaction shall occur and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered ("Closing") on **April 15, 2020** ("Closing Date"), at the time established by the Closing Agent.

5. **EXTENSION OF CLOSING DATE:**

- (a) If Closing funds from Buyer's lender(s) are not available at time of Closing due to Truth In Lending Act (TILA) notice requirements, Closing shall be extended for such period necessary to satisfy TILA notice requirements, not to exceed 7 days.
- (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i) disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners' insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind, Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has not occurred within (if left blank, then 14) days after

Buyer's Initials _____

Seller's Initials _____

Closing Date, then either party may terminate this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy, except with respect to any items identified by Buyer pursuant to Paragraph 12, prior to taking occupancy, which require repair, replacement, treatment or remedy.

- (b) _____ CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING. If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of _____ written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY:

Buyer may not assign and not be released from any further liability.

FINANCING

8. FINANCING:

There is no contingency for financing.

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

The Seller shall pay for the title insurance and documentary stamps on the deed. Buyer shall pay to record the deed.

- (c) **TITLE EVIDENCE AND INSURANCE** , "Owner's Policy and Charges") shall be paid, as set forth below

Buyer's Initials _____

Seller's Initials _____

- (c) **TITLE EVIDENCE AND INSURANCE** , "Owner's Policy and Charges") shall be paid, as set forth below

Buyer has declined title insurance and the Seller shall designate Closing

- (d) **SURVEY:**

At least 5 days prior to Closing, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

- _____ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance through the National Flood Insurance Program, Buyer may terminate this Contract by delivering written notice to Seller within (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Reform Act of 2012 (referred to as Biggert-Waters 2012) may

Buyer's Initials _____

Seller's Initials _____

phase in actuarial rating of pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 80% of the year) and an elevation certificate may be required for actuarial rating.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE:**
BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE:

Except for ordinary wear and tear and Casualty Loss, and those repairs, replacements or treatments required to be made by this Contract, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("Maintenance Requirement").

Buyer's Initials _____

Seller's Initials _____

12. PROPERTY INSPECTION AND REPAIR:

(a) INSPECTION PERIOD:

By the earlier of 15 days after Effective Date or 5 days prior to Closing Date ("Inspection Period"), Buyer may, at Buyer's expense, conduct "General", "WDO", and "Permit" Inspections described below. If Buyer fails to timely deliver to Seller a written notice or report required by (b), (c), or (d) below, then, except for Seller's continuing Maintenance Requirement, Buyer shall have waived Seller's obligation(s) to repair, replace, treat or remedy the matters not inspected and timely reported. If this Contract does not close, Buyer shall repair all damage to Property resulting from Buyer's inspections, return Property to its pre-inspection condition and provide Seller with paid receipts for all work done on Property upon its completion.

(b) GENERAL PROPERTY INSPECTION AND REPAIR:

- (i) **General Inspection:** Those items specified in Paragraph 12(b) (ii) below, which Seller's obligated to repair or replace ("General Repair Items") may be inspected ("General Inspection") by a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("Professional Inspector"). Buyer shall, within the Inspection Period, inform Seller of any General Repair Items that are not in the condition required by (b)(ii) below by delivering to Seller a written notice and upon written request by Seller a copy of the portion of Professional Inspector's written report dealing with such items.
- (ii) **Property Condition:** The following items shall be free of leaks, water damage or structural damage: ceiling, roof (including fascia and soffits), exterior and interior walls, doors, windows, and foundation. The above items together with pool, pool equipment, non-leased major appliances, heating, cooling, mechanical, electrical, security, sprinkler, septic and plumbing systems and machinery, seawalls, and dockage, are, and shall be maintained until Closing, in "Working Condition" (defined below). Torn screens (including pool and patio screens), fogged windows, and missing roof tiles or shingles shall be repaired or replaced by Seller prior to Closing. Seller is not required to repair or replace "Cosmetic Conditions" (defined below), unless the Cosmetic Conditions resulted from a defect in an item Seller is obligated to repair or replace. "Working Condition" means operating in the manner in which the item was designed to operate. "Cosmetic Conditions" means aesthetic imperfections that do not affect Working Condition of the item, including, but not limited to: pitted marcite; tears, worn spots and discoloration of floor coverings, wallpapers, or window treatments; nail holes, scrapes, scratches, dents, chips or caulking in ceilings, walls, flooring, tile, fixtures, or mirrors; and minor cracks in walls, floor tiles, windows, driveways, sidewalks, pool decks, and garage and patio floors. Cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks, leakage or structural damage.

Buyer's Initials _____

Seller's Initials _____

(d) **INSPECTION AND CLOSE-OUT OF BUILDING PERMITS:**

(i) **Permit Inspection:** Buyer may have an inspection and examination of records and documents made to determine whether there exist any open or expired building permits or unpermitted improvements to the Property ("Permit Inspection"). Buyer shall, within the Inspection Period, deliver written notice to Seller of the existence of any open or expired building permits or unpermitted improvements to the Property.

(ii) **Close-Out of Building Permits:** Seller shall, within 10 days after receipt of Buyer's Permit Inspection notice, have an estimate of costs to remedy Permit Inspection items prepared by an appropriately licensed person and a copy delivered to Buyer. No later than 5 days prior to Closing Date, Seller shall, up to the Permit Limit, have open and expired building permits identified by Buyer or known to Seller closed by the applicable governmental entity, and obtain and close any required building permits for improvements to the Property. Prior to Closing Date, Seller will provide Buyer with any written documentation that all open and expired building permits identified by Buyer or known to Seller have been closed out and that Seller has obtained required building permits for improvements to the Property. If final permit inspections cannot be performed due to delays by the governmental entity, Closing Date shall be extended for up to 10 days to complete such final inspections, failing which, either party may terminate this Contract, and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If cost to close open or expired building permits or to remedy any permit violation of any governmental entity exceeds Permit Limit, then within 5 days after a party's receipt of estimates of cost to remedy: (A) Seller may elect to pay the excess by delivering written notice to Buyer; or (B) Buyer may deliver written notice to Seller accepting the Property in its "as is" condition with regard to building permit status and agreeing to receive credit from Seller at Closing in the amount of Permit Limit. If neither party delivers such written notice to the other, then either party may terminate this Contract and Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(e) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the Maintenance Requirement, has made repairs and replacements required by this Contract, and has met all other contractual obligations.

(f) **REPAIR STANDARDS; ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** All repairs and replacements shall be completed in a good and workmanlike manner by an appropriately licensed person, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Except as provided in Paragraph 12(c) (ii), at Buyer's option and cost, Seller will, at

Buyer's Initials _____

Seller's Initials _____

Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT:

Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY:

Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.**

Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all

Buyer's Initials _____

Seller's Initials _____

levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's

Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance. This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and

Buyer's Initials _____

Seller's Initials _____

Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. **STANDARDS:**

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, unless waived by Paragraph 12 (a), there exists at Closing no violation of the foregoing and none prevent use of the Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) — (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.
- (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of

Buyer's Initials _____

Seller's Initials _____

Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

- B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.
- C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.
- D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s), the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

Buyer's Initials _____

Seller's Initials _____

- E. **LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

- F. **TIME:** Calendar days shall be used in computing time periods. Time is of the essence in this Contract. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

- G. **FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of Buyer or Seller, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Force Majeure prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

- H. **CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

- I. **CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**
 - (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

Buyer's Initials _____

Seller's Initials _____

- (ii) **CLOSING DOCUMENTS:** Seller shall, at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable the survey, flood elevation certification, and documents required by Buyer's lender.
- (iii) **PROCEDURE:** The deed shall be recorded upon COLLECTION of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, subject to COLLECTION of all closing funds, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.
- J. **ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.
- K. **PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal

Buyer's Initials _____

Seller's Initials _____

assessment taking into account available exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

- L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.
- M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.
- N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.
- O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.
- P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Buyer's Initials _____

Seller's Initials _____

- Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.
- R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:**
Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.
- S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.
- T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.
- U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.
- V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real property to withhold 10% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.
- (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller, signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold 10% of the amount realized by Seller on the transfer and timely remit said funds to the IRS.
 - (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum, if any required, and timely remit said funds to the IRS.

Buyer's Initials _____

Seller's Initials _____

- (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold 10% of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.
- (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.
- (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

ADDENDA AND ADDITIONAL TERMS

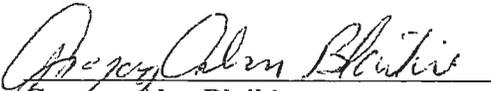
19. **ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this Contract:

Buyer has paid the probate fees for the Estate of Thurman Adams. Buyer shall be reimbursed for the cost of the probate. The amount is \$1,900.00

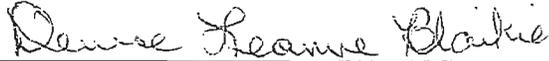
20. **ADDITIONAL TERMS:**

None

BUYER:

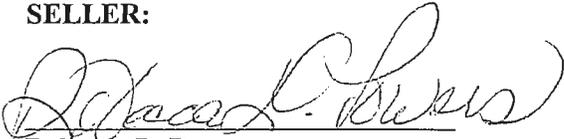

 Gregory Alan Blaikie

Date: 2-10-2020

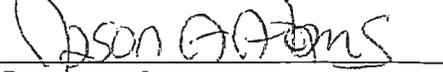

 Denise Leanne Blaikie

Date: 2-10-2020

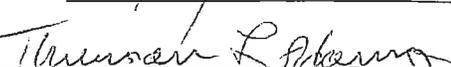
SELLER:


 Rebecca L. Powers

Date: Feb. 10, 2020


 Jason A. Adams

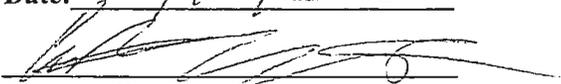
Date: 2/10/2020


 Thurman L. Adams

Buyer's Initials _____

Seller's Initials _____

Date: 02/10/2020



Autumn Carpenter

Date: 02/10/2020

Buyer's address for purposes of notice

1741 CR 609B
Bushnell, FL 33513

Seller's address for purposes of notice

Buyer's Initials _____

Seller's Initials _____

A. Settlement Statement

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 2020-35	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Gregory Alan Blaikie and Denise Leanne Blaikie, his wife
 Address of Borrower: 1741 CR 603B, Bushnell, Florida 33513

E. NAME OF SELLER: _____ TIN: _____
 Address of Seller: _____

F. NAME OF LENDER: _____
 Address of Lender: _____

G. PROPERTY LOCATION: 4425 CR 317A, Bushnell, Florida 33513

H. SETTLEMENT AGENT: Felix M. Adams, P.A. TIN: 59-3135176
 Place of Settlement: 230 N. Main Street, Bushnell, Florida 33513 Phone: 352-793-6900

I. SETTLEMENT DATE: 3/13/20 DISBURSEMENT DATE: 3/13/20

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	20,000.00	401. Contract sales price	20,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	18.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	20,018.50	420. Gross amount due to seller:	20,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	2,773.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
110. City/town taxes		510. City/town taxes	
111. County taxes		511. County taxes	
112. Assessments		512. Assessments	
113.		513.	
114.		514.	
115.		515.	
116.		516.	
117.		517.	
118.		518.	
119.		519.	
20. Total paid by/for borrower:	0.00	520. Total reductions in amount due seller:	2,773.50
300. Cash at settlement from/to borrower:		600. Cash at settlement to/from seller:	
301. Gross amount due from borrower (line 120)	20,018.50	601. Gross amount due to seller (line 420)	20,000.00
302. Less amount paid by/for the borrower (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(2,773.50)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	20,018.50	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	17,226.50

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Other Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Borrower's Initial(s): _____

Seller's Initial(s): _____

L. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$20,000.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from	to	@	/day				
902. Mortgage insurance premium for	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard insurance	months @		per month				
1002. Mortgage insurance	months @		per month				
1003. City property taxes	months @		per month				
1004. County property taxes	months @		per month				
1005. Annual assessments	months @		per month				
1006. Flood insurance	months @		per month				
1007.	months @		per month				
1008.	months @		per month				
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
101. Settlement or closing fee	to Felix M. Adams, P.A.						350.00
102. Abstract or title search	to Attorney's Title Fund Services, LLC						125.00
103. Title examination	to						
104. Title insurance binder	to						
105. Document preparation	to						
106. Notary fees	to						
107. Attorney's Fees	to						
(includes above item numbers:)							
108. Title Insurance	to Old Republic Nat. Title/Felix M. Adams						115.00
(includes above item numbers:)							
109. Lender's coverage (Premium):							
110. Owner's coverage (Premium): \$20,000.00 (\$115.00)							
11. Endorse:							
12.	to						
13. Examination of Title	to Felix M. Adams, P.A.						125.00
200. Government recording and transfer charges:				Borrower POC	Seller POC		
201. Recording fees	Deed \$18.50 Mortgage(s)		Releases			18.50	
202. City/county tax/stamps	Deed Mortgage(s)						
203. State tax/stamps	Deed \$140.00 Mortgage(s)						140.00
204.	to						
205. Record satisfaction of judgment	to						18.50
300. Additional settlement charges:				Borrower POC	Seller POC		
301. Survey	to						
302. Pest Inspection	to						
303.	to						
304. Reimbursement of Probate Fees	to Gregory Alan Blaikie						1,900.00
305.	to						
306.	to						
307.	to						
308.	to						
309.	to						
400. Total settlement charges:				Borrower POC	Seller POC		
Enter on lines 103, Section J and 502, Section K)						18.50	2,773.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Gregory Alan Blaikie Borrower
 _____ Seller
 Rebecca F. Powers
 _____ Borrower
 _____ Seller
 Denise Leanne Blaikie
 Jason A. Adams

I, _____, HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Felix M. Adams, P.A.

 is Its Authorized Representative

 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Inst 201260007694 Date 3/13/2012 Time 2 13 PM
DC, Gloria R Hayward, Sumter County Page 1 of 1 B 2422 P 387

**IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT, IN AND
FOR SUMTER COUNTY, FLORIDA**

STATE OF FLORIDA
V.
THURMAN LUGENE ADAMS
4425 C.R. 317-A
Bushnell, Florida 33513
Date of Birth: 1/13/1960
FL Driver's License #: A352-812-60-013-0

CASE NO. 2009-CF-536(VOP)
UNIFORM CASE NO.
60-0000-2009-CF-536-AE

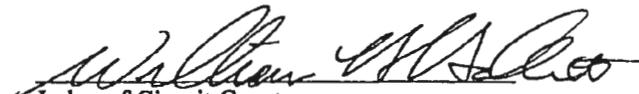
FILED IN THE OFFICE OF
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA.
2012 MAR 12 PM 1:44
GLORIA R. HAYWARD
CLERK OF CIRCUIT COURT

ORDER ESTABLISHING LIEN

THIS CAUSE having come on this day to be heard pursuant to Section 938.29, Florida Statutes, which requires the assessment of attorney's fees and costs against a person who has received the assistance of the Public Defender's Office, a Special Assistant Public Defender, or a Conflict Attorney, and the Defendant having been so represented, and the Court being otherwise fully advised in the premises, it is upon consideration,

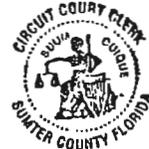
ORDERED AND ADJUDGED that the sum of \$100 is determined to be the reasonable value of the services rendered to the Defendant by the Public Defender's Office, Special Assistant Public Defender or Conflict Attorney. Said amount, which includes the \$50 Public Defender Application fee prescribed by Section 27.52(1)(c), Florida Statutes, is declared to be a lien in favor of the State of Florida, and against said Defendant, upon all his/her real and personal property, presently owned and after acquired, as prescribed by Section 938.29, Florida Statutes.

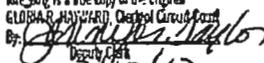
DONE AND ORDERED at Bushnell, Sumter County, Florida, this 7th day of March, 2012, in open Court.

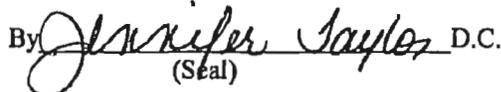

Judge of Circuit Court

I HEREBY CERTIFY that a true copy hereof has been furnished to: OFFICE OF PUBLIC DEFENDER, 416 N. Lawrence St., Bushnell, Fl., 33513; JUSTICE ADMINISTRATIVE COMMISSION, P. O. Box 1654, Tallahassee, Florida, 32302; and the Defendant at the above address, by U.S. Mail or hand delivery, this 12th day of March, 2012.

GLORIA R. HAYWARD
Clerk of Circuit Court



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY that the above and foregoing is a true copy of the original
By: 
Deputy Clerk
Dated: 3/12/12

By: 
(Seal) D.C.

IN THE FIFTH JUDICIAL CIRCUIT IN AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA

VS

THURMAN LUGENE ADAMS

4425 CR 317A

BUSHNELL, FL 33513-

COURT: CIRCUIT

DIVISION: FELONY

CASE NO: 2009 CF 536

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 7TH DAY OF MARCH 2012 by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 209 N. Florida Street, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed above, the sum of \$9,050.00 plus interest accruing at the legal rate from the date this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this 7TH DAY OF MARCH 2012

[Handwritten Signature]
Judge of Circuit Court

FILED IN THE OFFICE OF
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA
2012 APR 11 PM 12:26
FLORIDA R. HAYWARD
CLERK OF CIRCUIT COURT

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail on this 11th day of April, 2012.



BY: *[Handwritten Signature]* GLORIA R. HAYWARD, CLERK OF COURT D.C.



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY that I have read and
for copies a true copy of the original
By: *[Handwritten Signature]*
Dated: 7-13-12

Inst:201660019693 Date:7/11/2016 Time:4:07 PM
DC,Gloria R. Hayward,Sumter County Page 1 of 1 B:3124 P:207

h

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA
VS

COURT: CIRCUIT
DIVISION: FELONY

THURMAN LUGENE ADAMS

CASE NO: 2015 CF 98

4425 CR 317A

BUSHNELL, FL 33513-

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 25TH DAY OF APRIL 2016
by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the
premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida
Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E.
McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed
above, the sum of \$22,500.00 plus interest accruing at the legal rate from the date of
this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this
25TH DAY OF APRIL 2016

[Handwritten Signature]
Judge of Circuit Court

Certificate of Service

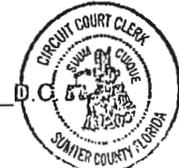
I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County
Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail,
on this 6 day of July, 2016.

FILED IN THE OFFICE OF
CLERK OF CIRCUIT COURT
SUMTER COUNTY, FLA
2016 JUL -6 P 3:32
GLORIA R. HAYWARD
CLERK OF CIRCUIT COURT
BY _____ D.C.

GLORIA R. HAYWARD, CLERK OF COURT
BY: *Christiane Hatcher*



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and
foregoing is a true copy of the original
By: *Christiane Hatcher*
Deputy Clerk
Dated: 7/11/16



THIS INSTRUMENT PREPARED BY AND RETURN TO:

CARRIEN. FELICE, ESQ.
THE HOGAN LAW FIRM, LLC
11031 Spring Hill Drive
Spring Hill, Florida 34608
(352) 686-0334

Parcel ID #: M11.028

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

PARTIAL RELEASE OF LIEN

THIS INDENTURE is made this _____ day of April, 2020, by and between **SUMTER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 7375 Powell Road, Wildwood, FL 34785, hereinafter referred to as "**Grantor**" and **THURMAN L. ADAMS**, whose mailing address is 6562 CR 631, BUSHNELL, FL 33513, hereinafter referred to as "**Grantee.**"

WHEREAS, Grantor is the Lien Holder of that certain Civil Restitution Lien Order dated March 7, 2012, and recorded April 13, 2012, in **Official Record Book 2435, at Page 378**, that certain Civil Restitution Lien Order dated April 25, 2016 and recorded on July 11, 2016 in **Official Record Book 3124, at Page 207**, and that certain Order Establishing Lien dated March 12, 2012 and recorded on March 13, 2012 in **Official Record Book 2422, Page 387**, all of the **Public Records of Sumter County, Florida**, which created liens and encumbrances against all real and personal property owned by Thurman L. Adams; and

WHEREAS, Grantee, Thurman L. Adams, is the owner of a ¼ undivided interest in the real property located in Sumter County, Florida, more particularly described as follows (the "Property"):

The South ½ of the following described parcel: LOT 3, Begin at the Southwest corner of the Northwest ¼ of the Southeast ¼ of Section 11, Township 21 South, Range 21 East, Sumter County, Florida, run thence North 0 degrees 59 minutes 56 seconds West 590 feet, thence South 89 degrees 33 minutes 36 seconds East 401.95 feet, thence South 0 degrees 59 minutes 56 seconds East 215 feet, thence North 89 degrees 33 minutes 36 seconds West 25 feet, thence South 0 degrees 59 minutes 36 seconds East 375 feet, thence North 89 degrees 33 minutes 36 seconds West 376.95 feet to the Point of Beginning. SUBJECT TO an easement for ingress and egress only across the East 25 feet of the North 215 feet of said property.

TOGETHER WITH an easement for ingress, egress and utilities over and across the East 25 feet of the South 105 feet of the North ½ of LOT 3 as described above.

SUBJECT TO the following: **EASEMENT** in favor of Sumter Electric Cooperative, Inc., as recorded June 3, 1975 in **Official Record Book 163, Page 708**, of the **Public Records of Sumter County, Florida**; and

WHEREAS, the Grantee, Thurman L. Adams, has requested that the Grantor, Sumter County, release the liens and judgments described above only as to the Property described above; and

WHEREAS, the Grantor, Sumter County, desires to release the Property described above, from any and all claims or interests that the Grantor, Sumter County, may have, if any, and arising out of or from the liens and judgments described above.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor does:

1. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Grantor, Sumter County, and on behalf of its administrators, successors, and assigns, does hereby release, discharge, and disclaim all claims or interests that the Grantor, Sumter County, may have, if any, in and to only the Property, owned by Thurman L. Adams, described above, and arising out of, from, related to, or in connection with the liens being described as follows:

Civil Restitution Lien Order dated March 7, 2012, and recorded April 13, 2012, in **Official Record Book 2435, at Page 378**, Public Records of Sumter County, Florida; and

Civil Restitution Lien Order dated April 25, 2016 and recorded on July 11, 2016 in **Official Record Book 3124, at Page 207**, Public Records of Sumter County, Florida; and

Order Establishing Lien dated March 12, 2012 and recorded on March 13, 2012 in **Official Record Book 2422, Page 387**, Public Records of Sumter County, Florida.

3. This Release shall, in no way, whatsoever, be interpreted or construed to release or discharge any and all property owned by Thurman L. Adams, may have an interest in, whether real, personal, mixed, tangible, or intangible from the liens and encumbrances created by the herein described liens, other than the Property specifically described herein. Said liens continue to constitute liens and encumbrances against any and all property, other than the Property specifically described herein, owned by Thurman L. Adams until such time as the liens and judgments shall have been paid and satisfied, or discharged by operation of law.

3. This Release shall, in no way, whatsoever, be interpreted or construed to release any real or personal property taxes owed by Grantee for the Property.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board the day and year aforesaid.

ATTEST:
GLORIA HAYWARD
CLERK OF COURT

SUMTER COUNTY, a political
subdivision of the State of Florida
by its County Commissioners.

DEPUTY CLERK

By: STEVE PINTZ - CHAIRMAN
Sumter County Board of County
Commissioners

SEAL:

STATE OF FLORIDA)
COUNTY OF SUMTER)

I HEREBY CERTIFY that on this day personally appeared before me, **STEVE PRINTZ**, as Chairman of Board of County Commissioners of Sumter County, Florida, who is personally known to me or who produced as identification and who did not take an oath and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed on _____ day of April, 2020.

(SEAL)

Notary Public

Notary Name Printed

**BOARD OF SUMTER COUNTY COMMISSIONERS
JOB DESCRIPTION**

JOB TITLE: **Budget Technician Supervisor**

DEPARTMENT: **County Administrator**

DIVISION: **Office of Management and Budget (OMB)**

GENERAL DESCRIPTION:

Responsible for managing various financial components of the County, including internal controls, management practices analysis, federal, state, and local governments grant oversight, and ensures financial transparency of the County. This position requires judgment, confidentiality, excellent communication, and organizational skills. Works closely with all County departments.

ESSENTIAL JOB FUNCTIONS:

1. Supervises Budget Technician staff and their duties as well as programs that involve instructing, assigning and reviewing work, planning, and maintaining standards.,
2. Review and submit annual property documents as required by Florida Statutes.
3. Oversee and prepare monthly reports on insurance claims and medical billing. Develop policies and procedures for the efficient administration of invoice processing, deposit procedures, and fixed assets, in compliance with Florida Statutes and County policies.
4. Oversee the County's fixed asset system and ensures assets meeting County thresholds for capitalizations are recorded in the system in compliance with County policies. Review agenda items pertaining to fixed assets management and surplus property Coordinates and performs annual capital asset physical inventory.
5. Serves as the budget implementation for the department heads and division managers.
6. Monitors expenditure levels of all County departments for compliance with budgetary and management objectives. Prepares and submits budget transfers for review by the Budget Analyst.
7. Oversees all grant administration and reimbursement programs, including FEMA documentation during an emergency.
8. Provides support directly to the Tourist Development Council (TDC), including providing a review of finances, grant review, and making recommendations to the TDC regarding grant applications.
9. Coordinates and supervises special projects as assigned by the County Administrator.
10. In case of emergency or crisis (hurricane, flood, etc.) position is required to respond/perform emergency and recovery duties as assigned by immediate supervisor.
11. Employees hired on or after February 1, 2016, must be a tobacco-free person, both on and off the job, for at least one (1) year immediately preceding application and maintain the same tobacco-free status throughout the term of employment.
12. Regular attendance.

[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS, AND ABILITIES:

- Thorough knowledge of county government functions and organization
- Thorough knowledge of business English, spelling, and punctuation
- Ability to utilize mathematical formulas; to add, subtract, multiply, and divide numbers; to determine percentages and decimals, to analyze statistical data
- Ability to read and/or prepare a variety of forms and documents, including budget requests, various budget-related reports, contracts, etc., using the proper format
- Ability to establish and maintain good working relationships with government officials, division directors, department heads, employees, business professionals, and the public
- Ability to utilize tact and diplomacy to deal effectively with the general public and fellow employees
- Ability to communicate effectively both orally and in writing
- Ability to understand and follow complex policies, laws, and directives
- Ability to work efficiently and accurately in an atmosphere of frequent interruptions
- Ability to remain calm in stressful situations
- Ability to access, input, and retrieve information from a computer using Microsoft Word and Excel and other programs used for budget and purchasing

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Finance, Accounting, Public Administration, Business Administration, or a closely related field
- Five (5) years progressively responsible experience in the field of grant management, accounting, or budgeting
- Three (3) years of experience in a supervisory role

LICENSES, CERTIFICATIONS OR REGISTRATIONS:

- Valid Florida Driver's License and a driving record acceptable to insurance provider

ESSENTIAL PHYSICAL SKILLS:

- Acceptable vision (with or without correction);
- Acceptable hearing (with or without correction);
- Ability to sit at a desk and view a display screen for extended periods of time;
- Ability to enter and retrieve data from a computer at a prescribed rate of speed;
- Must be able to communicate using speech, hearing, and vision skills.

ENVIRONMENTAL CONDITIONS:

- Inside in an office environment
- Works closely with others

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

FLSA Exempt Status

Revised 04/28/2020

**BOARD OF SUMTER COUNTY COMMISSIONERS
JOB DESCRIPTION**

JOB TITLE: **Budget Technician**

DEPARTMENT: **County Administrator**

DIVISION: **Office of Management and Budget**

GENERAL DESCRIPTION:

Professional support position involving research, report generation, surveys, and other technical work. Highly responsible administrative and research work performed with some latitude for independent judgment and initiative within established guidelines and procedures. Prepares procedures and recommendations for improvement in processes. Performs professional financial assignments covering the maintenance and review of accounting, financial records, payments, receipts, and fixed assets administration. Review invoices for payment.

ESSENTIAL JOB FUNCTIONS:

1. Maintains County electronic invoice processing workflows and ensures timely and accurate payments to the vendors after the invoice is received. Maintains and audits invoices according to established account classifications, policies, and procedures. Update the invoice checklist as necessary.
2. Reconcile vendor statements and research billing discrepancies. Monitor and review accounting records and transaction activities for accuracy
3. Reconciliation and billing of Transit and all associated organizations. Work with Transit vendor for report creation/implementation for Transit reports.
4. Maintain and update the Tourist Development Grants/Tourist Development Tax process and payments. Prepare procedures for public use and maintain the Survey Monkey portal. Prepare annual calendar and quarterly agenda items and financial reports.
5. Prepare daily deposits, reconciliations, income reports, and research discrepancies.
6. Assist with the reviews of department budgets for completeness, accuracy, and conformance with established policies, guidelines, and procedures. Advises management of potential budget issues and recommend solutions.
7. Maintain real estate property records. Prepare annual property documents as required by Florida Statutes.
8. Prepare, maintain, and follow-up on insurance claims and medical billing. Maintain and update procedures to ensure efficiency and proper follow-up. Assists with the development of policies and procedures for the efficient administration of invoice processing, deposit procedures, and fixed assets, in compliance with Florida Statutes and County policies, budget methodology, and other procedures and policies considered necessary.
9. Maintain the County's fixed asset system and ensures assets meeting County thresholds for capitalizations are recorded in the system in compliance with County policies. Prepare agenda items pertaining to fixed assets management and surplus property Coordinates and performs annual capital asset physical inventory.

10. In case of emergency or crisis (hurricane, flood, etc.) position is required to respond/perform emergency and recovery duties as assigned by immediate supervisor.
11. Employees must be tobacco-free, both on and off the job, for at least one year immediately preceding application and maintain the same tobacco-free status throughout the term of employment.
12. Regular attendance.

[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS, AND ABILITIES:

- Proficient in software applications such as Excel, Word, PowerPoint, and Publisher, including charting and graphing financial data
- Knowledge of county government functions and practices of governmental accounting
- Ability to multi-task while maintaining a high level of concentration and accuracy despite interruptions
- Ability to utilize mathematical formulas; to add, subtract, multiply, and divide numbers; to determine percentages and decimals, to analyze statistical data
- Ability to read and prepare a variety of forms and documents, including budget requests, various budget-related reports, etc., using the proper format
- Ability to establish effective working relationships with management, employees, employee representatives, business professionals, and the public
- Ability to comprehend and prepare statistical and other data for presentation to others
- Ability to work independently
- Ability to organize and present clearly, orally and in writing, reports of findings and recommendations
- Ability to understand and follow oral and written instruction, complex policies, laws, and directives
- Ability to work efficiently and accurately in an atmosphere of frequent interruptions
- Ability to remain calm in stressful situations
- Ability to isolate and analyze significant trends and practices from detailed records and factual material

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with an Associate's Degree in Finance, Accounting, Economics, Public Administration, Business Administration, or a closely related field
- Three (3) years of experience in budgeting or accounting
- Florida government experience preferred.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

- Valid Florida Driver's License and a driving record acceptable to the insurance provider

ESSENTIAL PHYSICAL SKILLS:

- Acceptable vision (with or without correction)
- Acceptable hearing (with or without correction)
- Ability to sit at a desk and view a display screen for extended periods
- Ability to use a personal computer
- Must be able to communicate using speech, hearing, and vision skills

ENVIRONMENTAL CONDITIONS:

- Office environment
- Works closely with others
- Works in a dynamic environment that requires sensitivity to change and responsiveness to changing goals, priorities, and needs

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

FLSA Non-Exempt Status

Revise 04/28/2020

**BOARD OF SUMTER COUNTY COMMISSIONERS
JOB DESCRIPTION**

JOB TITLE: **Budget Analyst**

DEPARTMENT: **County Administrator**

GENERAL DESCRIPTION:

Prepares, monitors, and analyzes the County annual operating and capital budgets. Ensures the County compliance for the Truth in Millage (TRIM) process. Performs professional work with responsibility for conducting technical and fiscal analyses to ensure accurate, timely budget development, implementation, monitoring, and financial and resource analysis to all departments under the Board of County Commissioners (BOCC) and other agencies funded by the BOCC. Perform a wide range of financial, administrative, operations, and analytical activities, including fiscal impacts and financial reporting, Monitor budget versus actual reports. Assist with the administration of the financial software systems. Evaluate and make recommendations on management practices, procedures, and fiscal requirements. Assists in the development of performance measures and benchmarking for the departments and divisions.

ESSENTIAL JOB FUNCTIONS:

1. Assists in the development, analysis, and evaluation of the annual county budget and the County's five year Capital Improvements Plan as it relates to long-range financial requirements and funding sources. Prepares various financial analyses and forecasts to aid in long-range planning.
2. Manages the Community Redevelopment Area program, including review of tax rolls, and processing and approving payments.
3. Provides guidance on budget preparation, projections, and financial planning to ensure adequate funding levels.
4. Reviews department budgets for completeness, accuracy, and conformance with established policies, guidelines, and procedures. Advises management of potential budget issues and recommend solutions.
5. Assist and prepare budget transfers and amendments for departments in compliance with Florida Statutes and Board policies.
6. Perform revenue and expenditure forecasting analysis, capital improvement projection cost studies, analyzes fund balances and prepares a reconciliation of various funds and accounts, and other related matters to budget projections to assist departments with making informed decisions.
7. Researches variances and contributes to follow-up reports on significant variances to include detailed findings and recommendations.
8. Responsible for all phases of personnel budgeting. Audit and reconcile position control to ensure accuracy of personnel budget.
9. Assists with the development of policies and procedures for the efficient administration of the budget function, including procedures regarding the budget adoption process, compliance with Florida Statutes and County policies, budget methodology, and other procedures and policies considered necessary.
10. Performs internal audits of County departments to ensure compliance with policies and procedures.

11. Monitor operating budget, including revenue, and expenditure control of personnel, capital, and operating expenses, as assigned. Monitor and review accounting records and transaction activities for accuracy
12. Assist in the evaluation and coordination of improvements to internal systems and procedures used for the budget development process as well as recommending improvements to develop more viable accounting, recording, and reporting structures.
13. Prepares the Government Finance Officers Association Distinguished Budget Award Presentation.
14. Prepares complex schedules, account analysis, or other work necessary for monitoring and reporting the status of revenues, expenditures, and balances for management to monitor fund performance.
15. Directs and coordinates the evaluation and monitoring of grant-funded programs. Writes specifications for evaluation or monitoring of program by an outside agency. Writes grant applications according to the format required and submits the application after appropriate approvals are obtained. Ensures proper accounting and timely reporting for grant-funded activities of the County departments and divisions,
16. Prepares and coordinates the County's adoption of its assessment program(s).
17. In case of emergency or crisis (hurricane, flood, etc.) position is required to respond/perform emergency and recovery duties as assigned by immediate supervisor.
18. Employees must be tobacco-free, both on and off the job, for at least one year immediately preceding application and maintain the same tobacco-free status throughout the term of employment.
19. Regular attendance.

[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS, AND ABILITIES:

- Proficient in software applications such as Excel, Word, PowerPoint, and Publisher, including charting and graphing financial data
- Knowledge of county government functions and practices of governmental accounting
- Ability to multi-task while maintaining a high level of concentration and accuracy despite interruptions
- Ability to utilize mathematical formulas; to add, subtract, multiply, and divide numbers; to determine percentages and decimals, to analyze statistical data
- Ability to read and prepare a variety of forms and documents, including budget requests, various budget-related reports, etc., using the proper format
- Ability to establish effective working relationships with management, employees, employee representatives, business professionals, and the public
- Ability to comprehend and prepare statistical and other data for presentation to others
- Ability to work independently
- Ability to organize and present clearly, orally and in writing, reports of findings and recommendations
- Ability to understand and follow oral and written instruction, complex policies, laws, and directives
- Ability to work efficiently and accurately in an atmosphere of frequent interruptions
- Ability to remain calm in stressful situations

- Ability to isolate and analyze significant trends and practices from detailed records and factual material

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with a Bachelor's Degree in Finance, Accounting, Economics, Public Administration, Business Administration, or a closely related field
- Four (4) years experience in budgeting
- Florida government experience preferred

LICENSES, CERTIFICATIONS OR REGISTRATIONS

- Valid Florida Driver's License and a driving record acceptable to the insurance provider

ESSENTIAL PHYSICAL SKILLS:

- Acceptable vision (with or without correction)
- Acceptable hearing (with or without correction)
- Ability to sit at a desk and view a display screen for extended periods
- Ability to use a personal computer
- Must be able to communicate using speech, hearing, and vision skills

ENVIRONMENTAL CONDITIONS:

- Office environment
- Works closely with others
- Works in a dynamic environment that requires sensitivity to change and responsiveness to changing goals, priorities, and needs

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

Exempt Status

Revised 04/28/2020

2019-2020 CLASSIFICATION AND AUTHORIZED POSITION SCHEDULE

Department	Dept. Staffing	Position Title	Pay Range	Authorized Positions
Assistant County Administrator Department				
<i>Animal Services and Mosquito Control Division</i>				
	17	Mosquitol Control Technician	17	0
		Animal Control Technician	17	3
		Animal Control Officer	19	11
		Mosquito Control Operations Supervisor	26	0
		Animal Control Supervisor	26	2
		*Animal Services Manager	27	1
<i>Compliance and Quality Assurance Division</i>				
	4	Quality Assurance Technician	23	3
		*Compliance and Quality Assurance Manager	26	1
<i>Emergency Management Division</i>				
	3	Emergency Management Technician	23	2
		*Emergency Management Director	32	1
<i>Fire and EMS</i>				
	95	Firefighter	12	60
		Firefighter - PT	12	2
		Lieutenant	21	24
		*Battalion Chief	30	7
		*Deputy Chief - Operations	31	1
		*Chief	34	1
<i>Fleet Services Division</i>				
	4	Senior Mechanic	22	3
		*Fleet Manager	25	1
County Administrator Department				
<i>County Administrator</i>				
	2	*Assistant County Administrator	40	1
		*County Administrator/Budget Officer/Purchasing Agent	45	1
<i>Administrative Services Division</i>				
	9	Veterans Counselor	18	1
		Records and Information Specialist	19	5
		Veterans Service Officer	25	1
		Veterans Service Office Manager	26	1
		*Administrative Services Manager	32	1
<i>Economic Development Division</i>				
	4	Housing Coordinator	23	1
		Economic Development Specialist	23	1
		Economic Development Specialist - PT	23	1
		*Economic Development Director	29	1
<i>Employee Services Division</i>				
	4	Employee Services Specialist	23	3
		*Employee Services Manager	36	1
<i>Office of Management and Budget Division</i>				
	7	Budget Technician	24	4
		Budget Analyst	26	2
		*Budget Technician Supervisor	26	1
<i>Purchasing Division</i>				
	11	Maintenance Worker	10	1
		Inventory Technician	18	2
		Traffic Engineering Technician	18	1
		Purchasing Technician	23	6
		*Assistant Purchasing Agent	29	1
Development Services Department				
<i>Building Services Division</i>				
	8	Development Technician	19	6
		*Chief Fire Inspector	26	1
		*Building Official	29	1
<i>Planning Services Division</i>				
	3	Planner	25	2
		*Development Services Director	36	1

Public Works Department

<i>Construction Division</i>	3	Construction and Traffic Inspector	25	2
		*Asst. PW Director - Construction	36	1
<i>Facilities and Parks</i>	11	Maintenance Technician	19	9
		*Facilities and Parks Manager	27	1
		*Asst. PW Director - Facilities and Parks	33	1
<i>Operations Division</i>	25	Equipment Operator	18	12
		Traffic Engineering Technician	18	5
		Senior Equipment Operator	19	2
		Field Supervisor	24	3
		*Road & Bridge Superintendent	27	1
		*Asst. PW Director - Operations	33	1
		*Public Works Director	39	1
<i>Design Division</i>	3	Engineer	25	2
		*Asst. PW Director -Planning and Design	36	1

Total BOCC Staffing 213

Full-time: 210

Part-time: 3

* Indicates Fair Labor Standards Act Exempt Positions.

Revised 04/28/2020

**IN THE CIRCUIT COURT OF THE 5TH
JUDICIAL IN AND FOR**

SUMTER COUNTY, FLORIDA

Criminal Case No: 2019 CF 1132

STATE OF FLORIDA

VS.

MARCOS NOBERTO VILLANUSTRE

Defendant

SATISFACTION OF CIVIL RESTITUTION LIEN ORDER

KNOW ALL MEN BY THESE PRESENT: that the Board of County Commissioners of Sumter County, Florida, holder of a Civil Restitution Lien against the Defendant named above in the amount of \$50.00, pursuant to an Order for determination of damages and losses and for Civil Restitution Lien Order rendered by the county court of Sumter County on March 11, 2020 and recorded in official records book 3730 page 276 of the public records of Sumter County, Florida, does hereby acknowledge full payment and satisfaction thereof and hereby consents that the same shall be satisfied of record.

Witness the hand and seal of the duly authorized officer of the Board of County Commissioners of Sumter County, Florida this ____ day of _____, 20__.

ATTEST: GLORIA R. HAYWARD

Clerk of Circuit Court

By Deputy Clerk

As Chairman of
Board of County Commissioners
Sumter County, Florida

STATE OF FLORIDA

COUNTY OF SUMTER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____.

WITNESS my hand and official seal in the county and state last aforesaid this ____ day of _____, 20__.

Notary Public, State of Florida

My Commission expires _____

Personally Known _____ OR Produced Identification

Type of Identification Produced _____

IN THE FIFTH JUDICIAL CIRCUIT IN
AND FOR SUMTER COUNTY, FLORIDA

STATE OF FLORIDA
VS

COURT: CIRCUIT
DIVISION: FELONY
CASE NO: 2019 CF 1132

MARCOS NOBERTO VILLANUSTRE
605 8TH STREET WEST
BRADENTON, FL 34205-

CIVIL RESTITUTION LIEN ORDER

THIS CAUSE having been heard before the Court on this 11TH DAY OF MARCH 2020
by the undersigned, who has imposed sentence on a criminal matter and being fully advised in the
premises, does hereby

ORDERED AND ADJUDGED as follows:

This Court has jurisdiction over the subject matter and parties to this cause, pursuant to Florida
Statutes 960.293(2) (determination of damages and losses). Sumter County, Florida, 215 E.
McCollum Avenue, Bushnell, Florida 33513, or the State of Florida shall recover from Defendant listed
above, the sum of \$50.00 plus interest accruing at the legal rate from the date of
this Order shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, in open court, at Bushnell, Sumter County, Florida on this
11TH DAY OF MARCH 2020

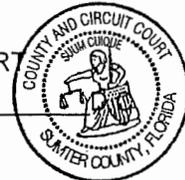
William Hallman

Judge of Circuit Court

Certificate of Service

I HEREBY CERTIFY that a true copy hereof has been furnished to: Board of County
Commissioners c/o Clerk of the Circuit Court and the defendant at the above address, by U.S. Mail,
on this 24 day of March, 2020.

GLORIA R. HAYWARD, CLERK OF COURT
BY: *Christiane Datcher*



STATE OF FLORIDA, COUNTY OF SUMTER
I HEREBY CERTIFY, that the above and
foregoing is a true copy of the original.
GLORIA R. HAYWARD, Clerk of Court
By: *Christiane Datcher*
Deputy Clerk
Dated: 3/24/20

2020 MAR 23 PM 12:20
CLERK OF CIRCUIT COURT

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



CLERK OF CIRCUIT COURT
215 E MCCOLLUM AVE
BUSHNELL FL 33513-6120
TRUST ACCOUNT
VOID AFTER 180 DAYS

SUNTRUST BANK
215 E MCCOLLUM AVE
BUSHNELL FL 33513-6120

63-215
631
0416500057450

Check Date	Check No	Amount
04/08/2020	60166	\$50.00

PAY **** FIFTY AND 00/100 DOLLARS

TO THE ORDER OF BOARD OF CO COMMISSION
SUMTER CO FINES & EQUIP
BUSHNELL FL 33513

Storia R. Hayward

Authorized Signature



SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: State Housing Initiatives Partnership (SHIP) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 4/28/2020

CONTRACT: N/A Vendor/Entity: _____
Effective Date: Termination Date: _____
Managing Division / Dept.: **Housing / Economic Development**

BUDGET IMPACT: \$11,992.00 Increase in Mortgage Repayments
FUNDING SOURCE: SHIP Program

Type: Annual **EXPENDITURE ACCOUNT:** N/A

HISTORY/FACTS/ISSUES:

The State Housing Initiatives Partnership (SHIP) is a program created through a dedicated trust fund for housing. The funds are distributed through the Florida Housing Finance Corporation and are based on revenues from Documentary Stamps for all approved counties and entitlement cities in Florida.

The funds are used for various housing projects, including demolition/reconstruction of substandard homes, emergency repair, and purchase assistance. Demolition/reconstruction and emergency repair strategies are for applicants who currently own and occupy the residence. Purchase assistance is for first-time homebuyers who will occupy a home in the county.

Ashley Miller received purchase assistance on January 15, 2010, to purchase her home located at 913 Powell Street, Wildwood, FL 34785. Staff received a payoff check from Tri-County Land Title & Escrow on April 6, 2020.

Housing Services is requesting the execution of a Satisfaction of Mortgage for Ashley Miller as her mortgage is paid in full.

Prepared by: Denna Lafferty **Grammarly Check**

Prepared by and Return to:
Sumter County Housing Services
319 East Anderson Avenue
Bushnell, FL 33513

SATISFACTION OF MORTGAGE
Sumter County State Housing Initiatives Partnership (SHIP) Program

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned owner and holder of a mortgage executed by:

Ashley Miller, a single person

to **SUMTER COUNTY BOARD OF COMMISSIONERS**

dated January 15, 2010, and recorded January 29, 2010, in Official Record Book 2156, Pages 706-710, #2010-2357 and re-recorded in Official Record Book 2161 Pages 199-203, #2010-3625 in the Office of the Clerk of the Circuit Court of Sumter County, Florida, securing a note in the original principal sum of Fifteen Thousand Dollars and No/100 (\$15,000.00) and promises and obligations set forth in said Mortgage upon the property situate in said State and County as described in above said mortgage, hereby acknowledge(s) full payment and satisfaction of said Note and Mortgage, and surrender(s) the same as canceled, and hereby direct(s) the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 28th day of April, A.D. 2020.

Signed, Sealed and Delivered

**SUMTER COUNTY BOARD OF
COMMISSIONERS**

Witness Signature

By: _____ **L.S.**
Steve Printz, Chairman

Type or Print Witness Name

Witness Signature

Type or Print Witness Name

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 28th day of April 2020 by the **CHAIRMAN** on behalf of the **SUMTER COUNTY BOARD OF COMMISSIONERS**, who is _____ personally known to me or who has produced _____ driver's license(s) as identification.

Notary Public
Commission # _____
My Commission Expires: _____

**STATE OF EMERGENCY DECLARATION EXTENSION
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Coronavirus Disease 2019 (COVID-19) continues to pose an imminent health risk to the residents in Sumter County; and

WHEREAS, Florida State Statutes, Chapter 252 authorizes the Chairman of the Board of County Commissioners to declare that a Local State of Emergency exists; and

WHEREAS, The Chairman of the Board of County Commissioner declared a Local State of Emergency on March 17, 2020, and extension every seven days since then; and

WHEREAS, Florida State Statutes, Chapter 252 limits each Declaration to seven (7) days; and

WHEREAS, the Sumter County Board of County Commissioners supports the Executive Orders of Governor DeSantis that are more restrictive than prior orders of Sumter County and finds that the anticipated conditions created by COVID-19 pose a threat to the health, safety, and welfare of the people of Sumter County.

THEREFORE, BY CONSIDERATION AND INCORPORATION OF THE ABOVE RECITALS, IT IS HEREBY ORDERED:

1. That the Comprehensive Emergency Management Plan remain activated through the duration of the State of Florida Declaration of a State of Emergency.
2. All public officials and employees of Sumter County are hereby directed to continue to exercise the utmost diligence in the discharge of duties required of them for the duration of this Local State of Emergency and in the execution of State and Local emergency orders, regulations, and directives.
3. The Emergency Management Director shall continue functioning as the County Coordinating Officer and shall provide overall coordination for the response to this emergency in Sumter County.
4. This Declaration shall remain in effect for seven days unless extended or dissolved.

Signed: _____
Steve Printz, Chairman
Board of County Commissioners

Date: April 28, 2020

Attest: Caroline AlRestimawi
Clerk to the Board

By: _____
Deputy Clerk

Date April 28, 2020