

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).
- 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: 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

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