

Mr. Craig Estep
Chairman, Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Re: Engagement Letter

Dear Chairman Estep,

Thank you and the Board of County Commissioners for engaging Crawford, Modica & Holt, Chartered Attorneys at Law (the "Firm") to assist Sumter County, Florida (the "County"). This letter will confirm the general terms of our engagement for legal services. We appreciate this opportunity to work with the County.

1. SCOPE OF SERVICES

You have asked the firm to serve as the attorney for the Sumter County Planning and Zoning Special Master and Back-Up Code Enforcement Special Master, as further described in the Responsibilities section of the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master between Sumter County and Crawford, Modica & Holt, attached hereto. The responsibilities of our engagement may change if you ask us, on behalf of the County, to provide different services and we agree to provide them. If our engagement changes, the terms set out in this letter will apply to the expanded agreement, unless we enter into a further agreement modifying or superseding this one.

Our engagement may be terminated by either one of us upon notice to the other in the manner prescribed in the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master. Further, any issue related to our representation and the responsibilities which is not specifically addressed herein shall be governed by the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master if specifically noted therein. **If any conflict arises between the terms of this engagement letter and the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master, the provisions of the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master shall govern unless and until both parties agree on alternative or amended provisions.**

We understand that Bradley Arnold, Sumter County Administrator, will be the main point of contact for issues regarding this agreement and the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master. The term "you" as used herein shall apply to Bradley Arnold as County Administrator and representative of the County.

2. STAFFING

I (Amanda Boggus) will be the attorney responsible for overall supervision of the legal services provided to the County on behalf of Crawford, Modica & Holt. My direct phone number is 352-432-8644, and my e-mail address is aboggus@cmhlawyers.com. My hourly rate for the term of the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master, as stated therein, is \$300. Time entry shall be in tenths of an hour. You should never hesitate to contact me, and we will endeavor to be available to you as often as you require.

3. BILLING PROCEDURES

For this matter, the firm is not requiring a retainer. We also reserve the right in the future to revisit this aspect of our representation if circumstances, including, without limitation, the Scope of Work, changes. Billing procedures shall be as stated in the Contract for Services as Planning and Zoning Special Master and Back-Up Code Enforcement Special Master.

4. RESPONSIBILITIES OF ATTORNEY AND CLIENT

We will provide strictly legal services in connection with this engagement. This means that you are not relying on us for, and we are not providing, any business, investment, insurance or accounting decisions or any investigation of the character or credit of persons with whom it may be dealing.

You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon its future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

In order for us to assist you effectively and efficiently, we expect that you will provide us with the factual information it has which related to the subject matter of our engagement. We encourage you to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that you should be actively involved in the strategy and management of your legal affairs and our goal is to encourage candid and frequent communication between us. We will keep you informed of developments regarding this matter and will consult with you as necessary to ensure the timely, effective and efficient completion of our work.

Unless previously ended, our representation of you in this matter concludes when we send our final statement for services rendered for our scope of work. Following the conclusion of our representation in this matter, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; internal lawyer's work products such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. **Compliance with Florida public records laws and Chapter 119, Florida Statutes, shall be satisfied in the manner set forth in the Contract for Services.**

5. CONFLICTS

You are aware that the Firm represents many other companies and individuals. It is possible that during the time we are representing you some of our present or future clients may have disputes or transactions with you. To preserve our ability to be available to our clients, you agree to waive in advance any conflict that might result from our continuing to represent or undertaking in the future to represent existing or new clients in any dispute or transaction that is not related to our work for you even if the interests of such clients in those matters are directly adverse to you.

We agree that your prospective consent to conflicting representation will not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature that if known to such other clients could be used in any such other matter by such client to your material disadvantage.

Do not hesitate to call me if you have any questions concerning anything outlined in this letter or any other aspect of our engagement.

Sincerely,



Amanda Boggus, For the Firm

ACKNOWLEDGED AND AGREED

Craig A. Estep

Chairman, Sumter County Board of County Commissioners

By: _____

Name: Craig A. Estep

Date: _____

**CONTRACT FOR SERVICES AS PLANNING
AND ZONING SPECIAL MASTER AND BACK-UP
CODE ENFORCEMENT SPECIAL MASTER**

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 28th day of March, 2023, 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 Amanda Boggus (hereafter referred to as "Special Master"), whose address is 380 W. Alfred Street, Tavares, Florida 32778.

RECITALS

WHEREAS, the County has need of professional services for a Planning and Zoning Special Master and Backup Code Enforcement Special Master; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Special Master.

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. **Responsibilities.** The Special Master shall conduct hearings in accordance with Florida law and the Sumter County Land Development Code with such property owners who file applications for amendments or permits pursuant to Chapter 13 of the Sumter County Land Development Code. In accordance with Sec. 13-316 of the Sumter County Land Development Code, the Special Master shall take testimony and make decisions and recommendations to the Sumter County Board of County Commissioners. Special Master shall also serve, as needed, as Sumter County Code Enforcement Special Master and shall conduct hearings in accordance with Chapter 162, Florida Statutes and the Sumter County Code of Ordinances and Sumter County Land Development Code. The decisions and recommendations of the Special Master shall be in writing and contain the findings of fact and conclusions of law upon which the decision or recommendation is based. Proceedings before the Special Master shall meet all basic requirements of a quasi-judicial proceeding.
2. **Term.** The term of this Agreement shall commence on March 28, 2023 and continue in full force for one year through March 27, 2024 (the "Initial Term") with an option to renew the Agreement annually on mutually agreeable terms, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Special Master of any future responsibility as described in paragraph eight (8) of this Agreement.
3. **Termination.** 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, Special Master

shall be authorized to receive payment for all work performed up to the date of termination.

4. **Compensation.** The Special Master shall provide all services under this Agreement at the hourly rate of \$300 per hour. Time shall be based on actual time spent performing any service by the Special Master. Fees for travel time from the offices of the Special Master to Sumter County for all Planning and Zoning Meetings and Code Enforcement Hearings shall be performed at NO CHARGE to the County. The Special Master's services include the time spent on the County's work including, but not limited to, research, memoranda, correspondence, telephone conversations, and all other work, which in our judgment is reasonably required or desirable to perform the duties required.
5. **Billing.** The Special Master will render detailed bills to the County from time to time, which will show the nature of the services rendered, the time expended, costs incurred and the balance due to the Special Master, if any. The Special Master's office bills in time increments of .1 hours with no billing event being less than .2 hours. If the County disagrees with any charge for fees and costs, the County must notify us in writing within thirty (30) days after date of mailing, otherwise all charges are agreed by the County to be approved and accepted. All bills are due when rendered.
6. **Costs.** The costs and expenses associated with representing County may include, but are not limited to, photocopying and mailing charges. All such costs shall be paid by County.
7. **General Considerations.**
 - a. Special Master is required to: (i) keep and maintain public records required by County; (ii) upon request from County's custodian of public records, provide County 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 Special Master does not transfer the records to County; (iv) upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Special Master or keep and maintain public records required by County.
 - b. If Special Master transfers all public records to County upon completion of this Agreement, Special Master shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If the Special Master transfers all public records to the County, then Special Master shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Master keeps and maintains public records upon completion of this Agreement, Special Master shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

- c. Special Master 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.
 - d. **IF THE SPECIAL MASTER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MASTERS' 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.
 - e. Upon Special Master's written request, the County will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Special Master and County mutually deem necessary, and Special Master may rely upon same in performing the services required under this Agreement.
8. The Special Master may be required to provide additional services to the County on challenges, public protests, administrative hearings or similar matters. The Special Master shall be available to the County and to provide supporting documentation as necessary. Should any other professional services be called for by the County that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.
9. Special Master 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. Special Master 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 Special Master'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 damage 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 Special Master, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, *Florida Statutes*.
10. Special Master 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 County; and no provisions of County's personnel policies shall apply to this Agreement. None of the benefits provided by County to its employees including, but not limited to, worker's compensation insurance and unemployment insurance, are available from County to Special Master, or its employees, agents or servants. Special Master assumes responsibility for payment of all federal, state and local taxes imposed or required of

Special master including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Special Master as employer is responsible. Special Master shall be solely responsible for any worker's compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that County shall not: (a) pay dues, licenses or membership fees for Special Master; (b) require attendance by Special Master, 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 Special Master 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 (i) 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 attorney 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 solely and exclusively in the state courts of competent jurisdiction located in and for 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 incurrent 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, Special Master shall comply with all federal, state and local laws and regulations. Special Master shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Special Master shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Special Master to provide the type of services required hereunder.
17. **Conflict of Interest.** Special Master shall notify County 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 County. Special Master agrees at all times to comply with the provisions of Section 112.313, Florida Statutes.
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 a special master. 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.

FOR THE BOARD

FOR THE SPECIAL MASTER

Name: Bradley S. Arnold

Name: Amanda Boggus

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 380 W. Alfred Street, Tavares, FL 32778

Title: County Administrator

Title: Attorney

Date:

Date:

3-16-23

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

ATTEST:

SUMTER COUNTY

BOARD OF COUNTY COMMISSIONERS

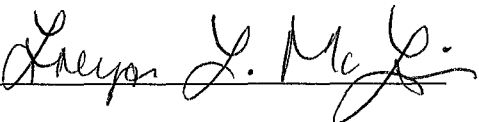
By: _____

By: Craig A. Estep, Chairman

Date Signed: _____

ATTEST:

SPECIAL MASTER

By:  _____

 _____

By: Amanda Boggus,

Crawford, Modica & Holt, Chartered Attorneys

Date Signed: 3/16/23