

CONTRACT PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of September, 2011, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **PCS Pest Control** (hereafter referred to as "Consultant"), whose address is 121 Market Street, Leesburg, FL 34748.

RECITALS

WHEREAS, the Board has need of professional services for SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Consultant, based on the Consultant's response to RFP # 013-0-2011/AT – Request for Proposals for SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and Consultant will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the SUMTER COUNTY PROVISION OF PEST CONTROL SERVICES Consultant, and will work with the Board to provide said services in accordance with the scope of work outlined in RFP # 013-0-2011/AT.
3. Consultant agrees to prepare and complete a report to the Board, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Consultant may be asked to present the deliverables in person for review by staff or for discussion at a scheduled Board meeting.
4. The term of this Agreement shall commence on the day and year as shown above and continue in full force through September 1, 2012, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.
5. 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, Consultant shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Consultant, Consultant shall furnish to the Board on a

monthly basis an itemized invoice detailing all of Consultants hours, services, expenses and any other services utilized by the Board during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Consultant shall compute the total amount due for the preceding month and all amounts due Consultant shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Consultant acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.

7. General Considerations.

- a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Consultant 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 Consultant shall be made available to the Board upon request and shall be considered public records.
- c. Consultant 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, for a minimum of three (3) 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 such 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-consultants (if any).
- d. Consultant 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.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 013-0-2011/AT, naming Board as an additional insured in each such policy.
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Consultant and Board mutually deem necessary, and Consultant may rely upon same in performing the services required under this agreement.
- g. The Board and Consultant 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 Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the Board which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. Vendor's Proposal Documents
- c. Permits / Licenses
- d. All Proposals Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued

10. Consultant 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.

11. Consultant, 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. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant 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 it's rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Consultant 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 in the County or Circuit Court in and for Sumter County, Florida, and Consultant 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. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant 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.

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 CONSULTANT

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: Don Burgess, Chairman

Date Signed: _____

ATTEST:

Consultant

By: _____

By: _____

Date Signed: _____

4.2.2

The Contractor shall be deemed to have planned, considered, and accounted for any effects of working in Sumter County site areas. The Contractor shall have deemed to have planned any additional resources to incorporate any lost time or Work interruptions as a result of Sumter County’s site safety, health, environmental, and security requirements.

4.3

Sumter County Working Hours / Timing

4.3.1

Normal work hours for Sumter County; 8:00am – 5:00pm. Work on Holidays is allowed, provided prior approval by Sumter County.

LIST OF ATTACHMENT - Section 5

Attachment 1 - List of the Sumter County Facilities

CONTRACT EXECUTION PLAN - Section 6

Contractor after award of the Contract shall provide Contract Execution Plan / Method statement indicating the performance of the Services, quality assurance and control plans, reporting plans and other activities required to meet the Scope of Services.

Fee Schedule for Pest Control Services

Building Name	Sq Ft	Monthly	Annually
Animal Control Facility - 823 CR 529 Lake Panasoffkee			
Animal Control Office	800	7.00	84.00
FORCE Building	1,200	7.00	84.00
Cat House	512	7.00	84.00
Old Kennel	1,032	7.00	84.00
New Kennel	1,298	7.00	84.00
Bushnell Shopping Center - 840 N Main St Bushnell			
Sheriff's Office - 1010 N Main St Bushnell	52,000	70.00	840.00
County Administration Offices - 910 N Main St Bushnell	32,700	20.00	240.00
Supervisor of Elections - 900 N Main St Bushnell	11,300	15.00	180.00
Old GIS - IT Office - 960 N Main St Bushnell	2,500	7.00	84.00
Clerk Records - 980 N Main St Bushnell	1400	7.00	84.00
Clerk Storage - 1000 N Main St Bushnell	7,028	8.00	96.00

Sumter County Board of County Commissioners – PROVISION OF PEST CONTROL SERVICES

Community Buildings

Lake Panasoffkee Rec Building - 4027 CR 108 Lk Panasoffkee	6,870	8.00	96.00
Sumterville Community Building - 2427 CR 522 Sumterville	1,440	7.00	84.00
Royal Community Building & Library - 9605 CR 235 Wildwood	2,624	7.00	84.00
Wahoo Community Building 6780 W C-48	1,432	7.00	84.00

Courthouse Complex

Historic Courthouse - 209 N Florida St Bushnell	50,000	70.00	840.00
Judicial Building - 225 E McCollum Ave	47,000	25.00	300.00
TC/PA Offices 220 E McCollum Ave	12,975	15.00	180.00
Old Housing - New Probation Office	2,000	7.00	84.00
Old CSA Office (Storage) 229 E Anderson Ave Bushnell	910	7.00	84.00
Transit Office - 237 E Anderson Ave Bushnell	1,800	7.00	84.00
Public Works Office - 319 E Anderson Ave Bushnell	8,700	8.00	96.00
Public Works Maintenance Shop - 107 N Church St Bushnell	1,144	7.00	84.00
Public Works Maintenance & Welding Shop - 125 S Church St	8,200	8.00	96.00
911 Building - 319 E Anderson Ave Bushnell	1,600	7.00	84.00

County Maintenance Shop

Maintenance Shop 316 E Seminole Ave Bushnell	994	7.00	84.00
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Sumter County Sheriff Jail Facilities

Detention Center - 219 E Anderson Ave Bushnell	38,000	30.00	360.00
Intake and Release – 223 E. Anderson Ave	44,699	30.00	360.00
Immediate Housing & Laundry – 223A E. Anderson Ave.	29,335	30.00	360.00
Kitchen Facility 223C E. Anderson Ave	5,521	6.00	72.00
Additional Housing Facility 223B E. Anderson Ave	19,052	30.00	360.00
Video Visitation 404 E. Anderson Ave	1,955	7.00	84.00
Minimum Security Jail - 223 E Anderson Ave Bushnell	7,956	8.00	96.00

Building Name	Sq Ft	Monthly	Annually
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Fire Stations

Center Hill Fire Station - Center Hill FL	2,250	7.00	84.00
Fire Srvs Mobile - 12035 CR 684 Webster	552	7.00	84.00
Croom-A-Coochee Fire Station - 1216 SW 46th St Webster	3,600	7.00	84.00
Lk Pan Fire Station - 1148 CR 459 Lk Panasoffkee	3,200	7.00	84.00
Tri-County Fire Station - 7725 CR 476 Bushnell	5,810	7.00	84.00
Webster Fire Station - 71 SE 1st St Webster	1,104	7.00	84.00
Bushnell Fire Station (old Parks and Rec)	1,344	7.00	84.00
South Wildwood Fire Station - 3290 CR 521 Wildwood	7,816	8.00	96.00

Sumter County Board of County Commissioners – PROVISION OF PEST CONTROL SERVICES

Royal Fire Station 9641 CR 235 Wildwood	3,770	6.00	72.00
Wildwood Fire Station 227 Hall St Wildwood	5928	6.00	72.00
Oxford Fire Station - 4147 E CR 466 Oxford	4,000	6.00	72.00
West Bushnell Fire Services	7816	7.00	84.00

Public Defender Complex

Public Defender/Rock Building - 414 Lawrence St Bushnell	2,992	6.00	72.00
New Public Defender - 416 Lawrence St Bushnell	3,550	6.00	72.00

Libraries

Lake Panasoffkee Library - 1500 CR 459 Lk Panasoffkee	2,080	6.00	72.00
EC Rowell Library - 85 E Central Ave Webster	3,620	6.00	72.00
Bushnell Library 409 N Florida St Bushnell	4,650	6.00	72.00

Solid Waste Facility

Solid Waste Office Building - 835 CR 529 Lk Panasoffkee	1,973	6.00	72.00
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State Attorney's Office

State Attorney's Office - 323 Lawrence St Bushnell	2,797	7.00	84.00
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Wildwood

The Villages Sumter County Service - Center 7375 Powell Rd, Wildwood	41,948	45.00	540.00
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Villages

The Villages Public Library - 325 Belvedere Blvd The Villages	6,300	8.00	96.00
Government Offices - 8033 CR 466 The Villages	10,516	15.00	180.00
Health Department - 8015 CR 466 The Villages	3,080	7.00	84.00

	Monthly Total	Annual Total
Total	\$ 700.00	\$ 8,400.00