**BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA**
**Citrus County Courthouse**
**Room 100, 110 N. Apopka Avenue, Inverness, FL 34450**

# AGENDA

**June 22, 2021 1:00 PM**

| | |
|---|---|
| **Scott Carnahan, Chair, District 4** | **Angela Vick, Clerk of the Circuit Court** |
| **Ronald E. Kitchen Jr., 1st Vice Chair, District 2** | **Charles R. Oliver, County Administrator** |
| **Ruthie Davis Schlabach, 2nd Vice Chair, District 3** | **Denise A. Dymond Lyn, County Attorney** |
| **Jeff Kinnard D.C., Commissioner District 1** | |
| **Holly L. Davis, Commissioner, District 5** | |

## MISSION

Citrus County Government is a value-driven organization dedicated to responsive citizen service by providing quality programs, services and facilities to build a strong community and promote the best quality of life for our citizens.

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All persons desiring to address the County Commission will be asked to limit their comments to the specific subject being discussed.

The Board gives citizens multiple opportunities for **PUBLIC INPUT**. All members of the public wishing to speak at the “Open To The Public” portion of a meeting will have three (3) minutes per person to make their request or presentation or five (5) minutes if they represent an organization with the appropriate documentation on file with the Clerk of Courts. If the request or presentation deals with a matter that requires investigation by County Staff, the Chairman will refer it to the County Administrator to follow-up with the person making the request.

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, TTY (352) 527-5312 at least two days before the meeting.

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## A. CALL TO ORDER

### A.1. Invocation

### A.2. Pledge of Allegiance

### A.3. Roll Call

### A.4. Approval of Agenda

## B. CONSENT

### Minutes

### B.1. Board of County Commissioners - Regular Meeting - May 25, 2021 1:00 PM

### Administration

### B.2. Deletion of Surplus Property

Approve deletion of the following items from the inventory of the Health Department and the removal of same items from the county's capital asset listing. Asset # 18726 - Colposcope

### Attorneys Office

### Clerk

### B.3. County Warrants

Accept the attached check registers outlining the County warrants.

### Community Services

### B.4. Business Associate Agreement Key Training Center

Authorize the Chairman to execute the Business Associate Agreement between Citrus County, Florida, a political subdivision of the State of Florida and Citrus County Association for Retarded Citizens, Inc., DBA Key Training Center to facilitate compliance and safeguard protected health information to comply with HIPAA.

### Fire Services

**Human Resources**

**B.5. Bentek Agreement**

Approve and authorize the Chairman to execute the Business Associate Agreement between Citrus County, Florida and Bentek, Inc.

**Management and Budget**

**Planning and Development**

**Public Works**

**B.6. Acknowledgement of Airport Hangar Lease Agreement(s)**

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Brady and Mr. Buffington (renewal).

**Systems Management**

**Visitors and Convention Bureau**

**Water Resources**

**B.7. Release of Lien - Connection Fee Lien Agreement**

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Deanna McGee, Barbara Edwards, Robert & Susan Boyle, Herman & Mary Kaylor, Cobalt Realty Asset Group, LLC and Steven DiBeneditto and Lesile Douglas.

**B.8. Connection Fee Lien Agreement - Means**

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Tressie Means.

**Set Public Hearings**

**B.9. Set a Public Hearing on an Ordinance Amendment Relating to Wastewater Connections**

Set a Public Hearing on July 13, 2021 at 2:00 p.m. on an Ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Code Enforcement, amending Chapter 102 entitled "wastewater connections"; amending Article V,

Section 20-54(b)(1); amending Article VII, Section 102-101; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

**B.10. Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-2022**

a.Board acknowledgement of the proposed Solid Waste Management Fees and Assessment Rates for Fiscal Year 2021-2022.

b. Set a public hearing on July 27, 2021, at 2:15 P.M. to consider adopting the Solid Waste Fees and Assessment Rates for Fiscal Year 2021-2022.

**B.11. Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-2022**

Set a public hearing on July 27, 2021, at 2:20 P.M. to consider adopting the residential solid waste assessment roll prepared by the Property Appraiser's Office.

**B.12. Proposed Limerock Road Paving Program 2021 Assessment Area**

a. Adopt and authorize the Chairman to execute a resolution of the Board of County Commissioners of Citrus County, Florida, relating to the roadway paving improvements; describing the property to be included within the Proposed Limerock Road Paving Program 2021 Assessment Area and the local improvements to be provided therein; determining the estimated project cost of the roadway paving improvements; determining the estimated assessment for the roadway paving improvements; establishing the method of assessing the estimated assessment against the properties that will be benefited thereby; establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:05 pm regarding the Proposed Limerock Road Paving Program 2021 Assessment Area

**B.13. Proposed Citrus Springs 2021 Assessment Area**

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of Water Distribution

Facilities in the unincorporated area of the County; creating the Citrus Springs 2021 Assessment Area; determining the estimated capital cost of the Water Line Extensions; establishing the method of assessing the project cost against the properties that will be benefitted thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:00 p.m. regarding the Citrus Springs 2021 Assessment Area.

**B.14. Proposed 2021 Montezuma Waters Sewer Project Assessment Area**

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of the Wastewater Collection System in the unincorporated area of the County; creating the 2021 Montezuma Waters Sewer Project Assessment Area; determining the estimated capital cost of the Wastewater Collection System; establishing the method of assessing the project cost against the properties that will be benefited thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:10 p.m. regarding the Proposed 2021 Montezuma Waters Sewer Project Assessment Area.

**C. PROCLAMATIONS**

**D. OPEN TO THE PUBLIC**

**E. REGULAR BUSINESS**

**E.1. Bids**

**a. RFQ 21-003 Elder Affairs and Older American In-Home Health Services**

a. Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida, and Ability Care Services Inc.,

between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

b. Approve and Authorize the Chairman to execute the Business Associate Agreements between Citrus County, Florida and Ability Care Services Inc., between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

**b. RFQ 18-060 Work Authorization; Continuing Contract for Professional Services Water, Wastewater and Reclaimed Water Utility Systems; Jones Edmunds and Associates, Inc.**

Approve and Authorize the Chairman to execute the Work Authorization for Jones Edmunds & Associates, Inc. to provide additional engineering services to include Construction Contract Administration and Project Closeout for the Sea Otter Path project at a cost of $37,200.

**c. ITB 18-045 Amendment No. 1; Traffic Control Material Permanent Preformed Thermoplastic; Ennis-Flint, Inc.**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ennis-Flint, Inc., extending the Agreement to July 23, 2023.

**d. ITB 21-072 Inverness Airport Fixed Base Operator (FBO) Hangar Door Replacement; Mar-Con Construction, LLC dba Marbek Construction Co.**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mar-Con Construction, LLC

dba Marbek Construction Co. to provide the services and construction of the Inverness Airport Hangar Door Replacement.

**e. PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Services; Orange Lien Data, LLC**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Orange Lien Data, LLC to provide additional scope and outline the detail cost.

**f. PB 18-081 Amendment No. 1; Lake County Fire Equipment Parts, Supplies & Service; Ten-8 Fire & Safety, LLC**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ten-8 Fire & Safety, LLC to continue to provide fire equipment, supplies and services to the County.

**g. AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC**

a. Approve and Authorize the Chairman to execute the Software Service Agreement and fee schedule between Citrus County, Florida and Virtower, LLC for aircraft monitoring at the Crystal River Airport.

b. Approve related budget transfer.

**h. BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.**

Approve and authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Temple, Inc., for the purchase of traffic signal controller devices.

**E.2. Budget Transfers**

Approve budget transfers for Utilities (3), Solid Waste, Capital Improvement Program and Circuit Court for fiscal year 2020-21.

**E.3. Budget Resolution**

Adopt and authorize the Chairman to execute a resolution adopting/amending Stormwater and Road Maintenance budgets, State Housing Initiative Partnership, Sugarmill Woods Golf Course Reuse Project, Garcia Point and Retired Senior Volunteer Program grant budgets for fiscal year 2020-21.

**E.4. Release of Lien**

a. Approve and Authorize the Chairman to execute Release of Lien for Property Abatement Assessment by and between Citrus County, Florida and certain property owner.

b. Authorize the Clerk to record the Release of Lien in the Public Record of Citrus County, Florida.

**E.5. Waste Management Inc. Security Bond Continuation Certificate for Bond No. 5010030**

Authorize Chairman to accept Continuation Certificate for Bond Safeguard Insurance Company Security Bond No. 5010030 extending the period to May 11, 2022, and to be made a part of Waste Management Inc. of Florida's', Waste Disposal Account Agreement dated June 8th, 2020.

**E.6. Interlocal Agreement with Crystal River - Impact Fee Collection**

Approve the inter-local agreement and authorize the chairman of the BOCC to sign and execute the same.

**E.7. CCARC, Inc. dba Key Training Center ADI / LSP Program Agreement**

Approve and authorize the Chairman to execute the contract between Citrus County, Florida and the Citrus County Association of Retarded Citizens, Inc d/b/a Key Training Center for the provision of In Facility Respite services and Adult DayCare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging d/b/a Elder Options 2018-2022 Alzheimer's Disease Initiative Program Grant and the Local Services Program Grant.

**E.8. CCARC dba Key Training Center Agreement**

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and Citrus County Association of Retarded Citizens dba Key Training Center for the provision of Facility Respite Daycare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging (MFAAA) dba Elder Options 2019-2022 Older American Act Title IIIE Program Grant.

**E.9. NCBA - SCSEP Host Agency Agreement**

a. Approve and authorize the Chairman to execute The National Caucus And Center on Black Aging, Inc., Senior Community Service Employment Program, Host Agency Application and

Worker Request form, Letter of Commitment, and Memo.

b. Approve and authorize the Chairman to execute the Designation of Signature Authority form for the required reporting forms.

**E.10. Community Care Corps Program 2021-2022 Grant Application**

a. Approve and authorize the Chairman to execute a Resolution authorizing an application for funding to Community Care Corps for the Local Models Program grant 2021-2022.

b. Approve and authorize the Chairman to execute the "Designation of Signature Authority". Grant funding of $100,000 requires a 21% match ($6,500 cash which is already budgeted for RSVP in FY22 that can be transferred to CCC and $14,500 In-Kind).

**E.11. Inverness Airport Business Park Water Main and Force Main Extension Project CAA #1**

Board acknowledgement of CAA #1 for the Inverness Airport Business Park Water Main and Force Main Extension project.

**E.12. Multi Purpose Trail on W Oak Park Blvd**

Approve the Construction of the Multi-Purpose Trail on W Oak Park Blvd and the related budget transfer in the amount of $36,853.

**E.13. RESTORE Act: Operational Self-Assessment**

Approve the "Treasury Office of Gulf Coast Restoration RESTORE Act Eligible Entity Operational Self-Assessment (OSA)" and authorize submittal of the OSA information to the Treasury via their online portal.

**E.14. Inverness Airport Business Park Water and Force Main Extension**

Accept the completed Inverness Airport Business Park Water and Force Main Extension Project and approve the release of retainage in the amount of $17,533.50 to Art Walker Construction, Inc.

**E.15. EHEAEP CARES Contract 2020-2021 Amendment #2**

Approve and authorize the Chairman to sign all appropriate signature pages of the contract amendment. No cash match required.

### E.16. LPS0027 Citrus County Amendment 1

Approve and Authorize the BOCC Chairman to execute the amendment to agreement LPS0027 between Citrus County, Florida and FDEP.

## F. OUTSTANDING COMMISSION ITEMS

| | BOARD DATE | ISSUE | RESPONSIBLE PARTY | ANTICIPATED COMPLETION DATE | DATE COMPLETED | COMMENTS |
|---|---|---|---|---|---|---|
| 1. | 12/12/2017 RETREAT | Resolve Landfill Issues | Larry Brock/GMA | Ongoing | | |
| 2. | 11/17/2020 | Develop Lease for 10 Acres of Property for LifeStream | Denise Lyn | 3/31/2021 | | Waiting for LifeStream |
| 3. | 12/8/2020 RETREAT | Agenda Item for an RFP Marketing Firm to Assist County | Veronica Kampschroer/ Commissioner Davis | | | |
| 4. | 12/8/2020 RETREAT | Provide Implementation Plan for Ft Island Trail Multi-Purpose Path | Randall Olney | TBD | | Board decided to use Design Build process |
| 5. | 12/8/2020 RETREAT | Consider Half Cent Local Option Sales Tax | Randy Oliver Commissioners | | | |
| 6. | 3/23/2021 | Obtain Engineer to design cost sewer to Holder Site funded for ARP | Randy Oliver | 4/27/2021 | COMPLETED | Approved at June 8, 2021 Meeting |
| 7. | 3/23/2021 | Mother-in-law Suites in Impact Fees | Mike Sherman | 6/24/2021 | | Scheduled for PDC on 6/22/21 |
| 8. | 4/13/2021 | Hall's River Road Multi-Purpose Path | Randy Oliver | TBD | | Board decided to look at completing in phases (first phase Crumps to River Haven) |
| 9. | 5/11/2021 | Review Process and cost for rental rates to Non-Profits | Colleen Scott/ Randy Oliver | 7/13/2021 | | |
| 10. | 5/26/21 | Code Enforcement Workshop | Scott McKinney/ Randy Oliver | | | Set Workshop for June 22, 2021 |
| 11. | 5/26/2021 | Workshop on Irrigation and Landscaping | Ken Cheek / Randy Oliver | 7/13/2021 | | Set Workshop for July 13, 2021 |
| 12. | 6/8/2021 | Debt Service on Animal Shelter | Colleen Scott/ Randy Oliver | 6/22/2021 | COMPLETED | 6/9/21 |

## G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

### G.1. 2021 Residential Resurfacing

Discuss options and provide direction to staff.

### G.2. Acknowledgement of Lease Cancellation

The Board will need to decide on the best utilization of this property. Acknowledge cancellation of lease for Fort Island Fire Station located at 10030 W. Fort Island Trail and provide direction as appropriate.

**G.3. Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.**

Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

**G.4. Dept of Justice Body Worn Camera Policy and Implementation Grant**

Approve and authorize designation of signature authority to the Citrus County Sheriff's Office to electronically submit the application.

**H. PRESENTATIONS/PUBLIC HEARINGS**

**I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS**

**J. COMMITTEE REPORTS FROM COMMISSIONERS**

**K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5**

**K.1. Commissioners Travel & Reimbursement Administrative Regulation (AR) 7.16.**

a. Motion and Vote to Adopt Administrative Regulation 7.16.

b. Set Individual Budget amount for the remainder of 2020-2021 Budget year and set Individual Budget amount for 2021-2022 Budget year.

**L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1**

**L.1. Manatee Zone, Homosassa River**

Approve and authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River.

**L.2. Discussion and vote on requesting Chairman to meet with Judge Howard to discuss space needs of the Courts on a short term and a long-term basis.**

Direct Chairman to meet with the Chief Judge regarding the short and long-term needs of the Court System.

**M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3**

**N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2**

**N.1. Video of Project Phoenix 2.0**

View video.

**O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4**

**P. COUNTY ATTORNEY DENISE A. DYMOND LYN**

**Q. OPEN TO THE PUBLIC**

**R. UPCOMING MEETINGS**

1. Regular Meeting: **July 13, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Regular Meeting: **July 27, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. Regular Meeting: **August 10, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

**S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS**

1. Workshop: Irrigation and Landscaping, **July 13, 2021, 9:00AM** Citrus County Courthouse, Room 100, 110 N. Apopka Ave. Inverness Florida 34450

2. Preliminary Budget Hearing: Library Special District **WEDNESDAY July 28,2021 at 8:30AM** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Preliminary Budget Hearing: Fire Protection Special District **WEDNESDAY July 28, 2021 at 8:45AM** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

4. Preliminary Budget Hearing: BOCC **WEDNESDAY, July 28, 2021 at 9:00AM** Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

**T. 5:01 P.M. PUBLIC HEARINGS**

**T.1. 5:01 PM Public Hearing Land Development Division – Section 1500 Amendment to Land Development Code**

a.Conduct a public hearing on June 22, 2021, at 5:01 pm to review and consider OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

b.If approved, adopt, and authorize the Chairman and Clerk to execute the ordinance for OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

**U. ADJOURN**

# CITRUS COUNTY

## BOARD OF COUNTY COMMISSIONERS

## MINUTES ● MAY 25, 2021

**Regular Meeting** | **Citrus County Courthouse** | **1:00 PM**

**Room 100, 110 N. Apopka Avenue, Inverness, FL 34450**

## A. CALL TO ORDER

May 25, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

### *1. Invocation*

*First Vice Chairman Ronald E. Kitchen led the invocation.*

### *2. Pledge of Allegiance*

*Second Vice Chairman Ruthie Schlabach introduced the following Veterans that led the Pledge of Allegiance: Billie D'Entremont from the U.S. Coast Guard, who was not able to be in attendance; Mary West from the U.S. Navy; Jane Mundis from the U.S. Navy; Carol Phillips from the U.S. Air Force; and Cynthia Henderson from the U.S. Air force.*

### *3. Roll Call*

| Attendee Name | Title | Status | Arrived |
|---|---|---|---|
| Scott Carnahan | Chair, District 4 | Present | |
| Ronald E. Kitchen Jr. | 1st Vice Chair, District 2 | Present | |
| Ruthie Davis Schlabach | 2nd Vice Chair, District 3 | Present | |
| Jeff Kinnard D.C. | Commissioner District 1 | Present | |
| Holly L. Davis | Commissioner, District 5 | Present | |
| Charles R. Oliver | County Administrator | Present | |
| Denise A. Dymond Lyn | County Attorney | Present | |
| Amy Charley | Deputy Clerk | Present | |
| Celina Kraus | Deputy Clerk | Present | |
| Doug Yates | Records Management Manager | Present | |

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

### 4. *Approval of Agenda*

*Chairman Scott Carnahan requested the addition of items O2, O3,and E19.*

**. Motion to approve the Agenda with the changes.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## B. CONSENT

**Motion to approve the Consent Agenda.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

### *Minutes*

**B.1. Board of County Commissioners - Special Meeting - Apr 27, 2021 9:00 AM**

**B.2. Board of County Commissioners - Regular Meeting - Apr 27, 2021 1:00 PM**

### *Administration*

*No items.*

### *Attorneys Office*

*No items.*

### *Clerk*

**B.3. Clerk Records Disposition #1799**

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1799 for the disposal of records that have met their assigned retention periods.

**B.4. County Warrants**

Accept the attached check registers outlining the County warrants.

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

***Community Services***

*No items.*

***Fire Services***

*No items.*

***Human Resources***

*No items.*

***Management and Budget***

**B.5. Annual Debt Report**

Acknowledge receipt of the fiscal year 2020/2021 Citrus County General Government Debt Service report. Report provided by Department of Management and Budget.

***Planning and Development***

*No items.*

***Public Works***

*No items.*

***Systems Management***

*No items.*

***Visitors and Convention Bureau***

*No items.*

***Water Resources***

*No items.*

***Set Public Hearings***

**B.6. Set Workshop for June 8, 2021 at 9:00 a.m.**

Set Workshop for June 8, 2021 at 9:00 a.m.

## C. PROCLAMATIONS

*No items.*

## D. OPEN TO THE PUBLIC

*The following individuals spoke on various issues: Janet Barek, representing the Citrus Springs Civic Association; Robert Schilling, representing the Black Diamond Property Owners*

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*Association; Gary Poole; Dave Schraml; Norman Teal; Bruce Miller; Sheryll Ann Bourdain; Alonda McCarty; Frank Kapocsi, representing the Homosassa River Alliance; Nancy Watkins; and Gregory Lamirand.*

*Commissioners responded to comments from the public and County Administrator Charles R. Oliver provided clarification regarding Universal Trash.*

*Board discussion ensued.*

## E. REGULAR BUSINESS

### *1. Bids*

**Motion to approve items E1a through f.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**a. RFP 21-050 General Contractor Construction Continuing Services Primary & Alternate Contractors**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Daly & Zilch (Florida), Inc. as both, a Primary and Alternate Contractor, Agreement between Citrus County, Florida and Cardiff Construction, LLC as an Alternate Contractor, Agreement between Citrus County, Florida and Ryman Construction of Florida, Inc as an Alternate Contractor and Agreement between Citrus County, Florida and Stokes Construction & Maintenance, LLC as an Alternate Contractor.

**b. RFP 19-046 Amendment No. 1; Congregate & Home Delivered Meal for Seniors; Hallal Enterprise, Inc.**

Approve and authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Hallal Enterprise, Inc. to correct the terms and commencement of services timeline from the original Agreement.

**c. RFQ 18-055 Work Authorization; Continuing Contract for Professional Engineering Services; Hanson Professional Services, Inc**

Approve and authorize the Chairman to execute the Work Authorization for Hanson Professional Services, Inc. to provide engineering services for the design and construction administration for the Citrus County Detention Center HVAC replacement.

**d. RFQ 18-030 Work Authorization; Continuing Contract Construction Services; Cardiff Construction, LLC**

Approve and authorize the Chairman to execute a Work Authorization for Cardiff Construction, LLC to provide and install a pole barn at the Sugarmill Woods WasteWater Treatment Plant.

**e. SGS 21-075 Satellite Imaging Water Leak Detection; Utilis, Inc.**

a. Approve and authorize the Department of Water Resources to use the services of

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Utilis, Inc. according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Utilis, Inc., to provide Satellite Imaging Services for water leak detection.

**f. SGS 21-058 Sensus Meter Reading Equipment Utilities; Core & Main, LP**

a. Approve and authorize the Department of Water Resources to continue to use the services of Core & Main, LP., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Core & Main, LP to purchase Sensus water meter reading devices for the Depatment of Water Resources on an as needed basis.

**E.2. Budget Transfers**

Approve budget transfers for Utilities (4), Housing Services, Economic Development, County COVID Grant Program, Fire Rescue and Road Maintenance for fiscal year 2020-21.

**Motion to approve item E2.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.3. Budget Resolution**

Adopt and authorize the Chairman to execute a resolution adopting/amending Animal Services budget, State Housing Initiative Partnership and Emergency Home Energy for the Elderly Program grant budgets for fiscal year 2020-21.

**Motion to approve item E3.**

**Resolution Number 2021-041**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.4. Accept Offer to Purchase Surplus Property – S. Alabama Ave.**

a. Authorize Chairman to accept the highest bid from David E. Coolbaugh, offered at $200.00.

b. Approve and authorize Chairman to sign subsequent Purchase and Sale agreement and County Deed after the County Attorney has reviewed them.

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

c. Authorize staff to execute all other documents related to the closing of the property, with the exception of recordable documents; approve and authorize payment of related closing costs associated with these property acquisitions.

d. Authorize the Clerk to record said County Deed in the Public Records of Citrus County, Florida upon staff's receipt of payment.

e. Authorize staff to deliver deed once deed has been recorded in the Public Record.

**Motion to approve item E4a, b, c, d, and e.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.5. Code Violation MSBU Proposal Letter**

Authorize Chairman to execute the Code Violation Abatement Assessment Program Proposal letter from Nabors, Giblin & Nickerson for fiscal year 2021-22.

**Motion to approve item E5.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.6. 2021 American Red Cross Agreements**

Approve and authorize the Chairman to execute the American Red Cross Licensed Training Provider Agreement and the First Addendum to Licensed Training Provider Agreement between Citrus County and the American Red Cross.

**Motion to approve item E6.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.7. Railroad Tri-Party Agreement**

a. Approve and authorize the Chairman to execute the Tri-Party Agreement #446607-1- 57- 01 for North G. Martinelli Blvd.

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

b. Approve and authorize the Chairman to execute the Tri-Party Agreement #446610-01-57-01 for G. W. Carver Road.

**Motion to approve item E7a and b.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.8. Ferrovial Services Infrastructure, Inc. Security Bond Continuation for Bond No. K40347628**

Authorize Chairman to accept Continuation Certificate for Federal Insurance Company Security Bond No. K40347628 extending the period to April 13, 2022, and to be made a part of Ferrovial Services Infrastructure, Inc, Waste Disposal Account Agreement dated June 8th, 2020.

**Motion to approve item E8.**

*At the request of Second Vice Chairman Ruthie Schlabach, County Administrator Charles R. Oliver provided clarification.*

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.9. Health Care Agency Affiliation Agreement**

a. Approve and authorize the Chairman to execute a Health Care Agency Affiliation Agreement with The District Board of Trustees of College of Central Florida establishing roles and responsibilities for establishing a clinical site with Citrus County Fire Rescue for students in the College's EMT and Paramedic programs to obtain clinical experience.

b. Approve and authorize the Chairman to execute a Business Associate Agreement between Citrus County, Florida, and The District Board of Trustees of the College of Central Florida to facilitate compliance with the HIPAA Rules.

**Motion to approve item E9a and b.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.10. HUD PHA Civil Rights Certification and Admin Plan**

a. Approve and authorize the Chairman to adopt the revised Admin Plan for submission to HUD.

b. Approve and authorize the Chairman to execute the HUD-50077-CR as required for the revised Admin Plan.

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

**Motion to approve item E10a and b.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.11. Inverness Airport - FAA FY 2021 Grant Application for Runway Approaches Obstruction Clearing**

a. Approve and Authorize the Chairman to sign the FAA grant application and cover letter for the Inverness Airport Obstruction Clearing Phase 2 - Design Project.

b. Authorize the Chairman to execute the FAA grant agreement once received.

**Motion to approve item E11a and b.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.12. Withlacoochee Regional Water Supply Authority FY21/22 Grant Funding Application**

Approve and authorize the Chairman to execute a Resolution supporting the application to, and budgeting for, the Withlacoochee Regional Water Supply Authority Local Government Water Conservation Grants Program in the amount of $44,250 for the Department of Water Resources water conservation program. The County match portion is funded by Citrus County Utilities' Enterprise fund.

**Motion to approve item E12.**

**Resolution Number 2021-042**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.13. Neighborhood Stabilization Program (NSP) 3 Check Endorsement**

Approve and authorize the Chairman to endorse the claims check for repairs to NSP3 funded home.

**Motion to approve item E13.**

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.14. Final Acceptance ITB 20-052**

Accept the completed project, acknowledge pay application number 1 as Final Completion of the CR488 Guardrail Improvement Project and Contingency Allowance Adjustment 1 in the amount of $9,134.12 and return any remaining funds to the appropriate account(s).

**Motion to approve item E14.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.15. Property Damage Release**

Approve and authorize the Chairman to execute the Property Damage Release where Citrus County, Florida will discharge Mary Maler, Auto Owners Insurance Company and Damage Claim Services for the damage to County property at N. Annapolis Avenue and E. Norvell Bryant Highway, which occurred on March 3, 2021, in the amount of $15,837.21.

**Motion to approve item E15.**

*At the request of Second Vice Chairman Ruthie Schlabach, County Administrator Charles R. Oliver provided clarification.*

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.16. Extension of the Tax Roll**

Approve a request from Janice A. Warren, Citrus County Tax Collector, to extend the tax roll pursuant to section 197.323, Florida Statutes.

**Motion to approve item E16.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.17. Interlocal Agreement Between Citrus Co. and the City of Crystal River for Utility Service Territory**

Approve and authorize the Chairman to execute the Interlocal Agreement Concerning Extraterritorial Water and Wastewater Project between Citrus County and the City of Crystal

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

River.

**Motion to approve item E17.**

*Crystal River City Manager Ken Frink commented.*

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.18. Solid Waste Management Fees & Assessment Rates for FY 2021.22**

a. Board discussion and direction of the proposed Solid Waste Management Fees and Assessment Rates for Fiscal Year 2021-2022.

b. Approve related budget transfer.

**Motion to approve item E18a and b.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**E.19**. Dot Gov Domain Registration *- Item received after the agenda was published.*

Approve and authorize the Chairman to execute the letter requesting .gov domains for Citrus County from the Dot Gov domain registry.

**Motion to approve item E19.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Holly L. Davis, Commissioner, District 5 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## F. OUTSTANDING COMMISSION ITEMS

| | BOARD DATE | ISSUE | RESPONSIBLE PARTY | ANTICIPATED COMPLETION DATE | DATE COMPLETED | COMMENTS |
|---|---|---|---|---|---|---|
| 1. | 12/12/2017 RETREAT | Resolve Landfill Issues | Larry Brock/GMA | Ongoing | | |
| 2. | 11/17/2020 | Develop Lease for 10 Acres of Property for Lifestream | Denise Lyn | 3/31/2021 | | Waiting on LifeStream |
| 3. | 12/8/2020 RETREAT | Agenda Item for an RFP Marketing Firm to Assist County | Veronica Kampshroer/ Commissioner Davis | | | |
| 4. | 12/8/2020 RETREAT | Provide Implementation Plan for Ft Island Trail Multi-Purpose Path | Randall Olney | 6/8/2021 | | Changed to June 8,2021 |
| 5. | 12/8/2020 RETREAT | Consider Half Cent Local Option Sales Tax | Randy Oliver Commissioners | | | |

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

| | | | | | | |
|---|---|---|---|---|---|---|
| 6. | 3/23/2021 | Obtain Engineer to design cost sewer to Holder Site funded for ARP | Randy Oliver | 4/27/2021 | | |
| 7. | 3/23/2021 | Mother-in-law Suites in Impact Fees | Mike Sherman | 6/24/2021 | | Scheduled for PDC Consideration 5/20/21 |
| 8. | 4/13/2021 | Hall's River Road Multi-Purpose Path | Randy Oliver | 6/8/2021 | | Workshop Scheduled |
| 9. | 5/11/2021 | Review Process and cost for rental rates to Non-Profits | Colleen Scott/ Randy Oliver | 6/22/2021 | | |
| 10. | 5/11/2021 | Provide Updated Impact Fee Number Balances | Colleen Scott/ Randy Oliver | 5/25/2021 | 5/14/2021 | COMPLETED |

*County Administrator Charles R. Oliver requested the deletion of item 10.*

**. Motion to approve item F with the deletion of item 10**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

### G.1. Contract with the Citrus County Chamber

Approve contract with the Citrus County Chamber of Commerce to coordinate and operate the Citrus One-Stop Recovery and Economic (CORE) Center in the amount of $100,000 and authorize the necessary Budget Amendments from CARES Funding.

*County Administrator Charles R. Oliver provided the recommendation.*

**Motion to approve item G1 with the following change: CORE Center Manager that is hired by the Chamber of Commerce will be accountable for tracking the performance in a manor deemed suitable and sufficient by the County.**

*First Vice Chairman Ronald E. Kitchen, Jr. commented, followed by Board discussion.*

**Resolution Number 2021-052**

| | |
|---|---|
| **RESULT:** | **ADOPTED [4 TO 1]** |
| **MOVER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Schlabach, Kinnard D.C., Davis |
| **NAYS:** | Kitchen Jr. |

### G.2. Historic Hernando School Restoration - Phase III Grant Application

a. Adopt and authorize the Chairman to execute a Resolution authorizing and application for funding to the Florida Department of State, Bureau of Historic Preservation Special Category Grants Program for Phase III of the Historic Hernando School renovation.

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

b. Approve and authorize the Chairman to execute the “Designation of Signature Authority”.

The requested funding from the granting agency is $103,000 for SFY 2022-2023. The required match is $103,000 for a total project cost of $206,000.

*County Administrator Charles R. Oliver provided the recommendation.*

**Motion to approve item G2a and b was made by Commissioner Holly Davis and Seconded by Commissioner Jeff Kinnard, D.C.**

*First Vice Chairman Ronald E. Kitchen, Jr. commented, followed by Board discussion.*

*At the request of Commissioner Holly Davis, Mr. Oliver provided clarification.*

**Motion was withdrawn by Commissioner Holly Davis and Commissioner Jeff Kinnard, D.C.**

*There was no action taken on this item.*

**. Continued - 2. Historic Hernando School Restoration - Phase III Grant Application**

*County Administrator Charles R. Oliver provided further information regarding the grant.*

**G.3. The Citrus County Historical Society, Inc., Resolution and Lease Agreement**

a. Discussion and consideration of a request from The Citrus County Historical Society, Inc., a Florida Not for Profit Corporation, to lease the building known as the Historic Citrus County Courthouse, located at One Courthouse Square, Inverness, Florida, for the purpose of providing services to the community that are considered to be in the nature of public services

b. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from The Citrus County Historical Society, Inc. to lease property owned by the County.

c. Approve and authorize the Chairman to execute the Lease Agreement for a period of five (5) calendar years beginning June 1, 2021, and ending on May 31, 2026, and the monthly rent shall be one dollar ($1.00) per year.

*County Administrator Charles R. Oliver provided the recommendation.*

**Motion to approve G3a, b, and c was made by Second Vice Chairman Ruthie Schlabach and seconded by Commissioner Jeff Kinnard, D.C.**

**Motion was rescinded by Second Vice Chairman Ruthie Schlabach and Commissioner Jeff Kinnard, D.C.**

**Motion to recommend a month to month lease until data is received from tax payers dollars was made by Second Vice Chairman Ruthie Schlabach and seconded by Commissioner Holly Davis.**

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

*Board discussion ensued.*

**Motion was amended to remove the word "recommend" and for the motion to now read as follows: Continue the existing lease with the same terms on a month to month basis until the data is received showing what it is costing the county.**

*Board discussion continued.*

**Motion was disregarded by Second Vice Chairman Ruthie Schlabach and Commissioner Holly Davis.**

**Motion to approve item G3a, b, and c.**

**Resolution Number 2021-044**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ronald E. Kitchen Jr., 1st Vice Chair, District 2 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**G.4. Fire Rescue Budget Adjustment**

Adopt and authorize the Chairman to execute a budget resolution amending CARES, Fire Services and Capital Improvement Program budgets for fiscal year 2020-21.

*County Administrator Charles R. Oliver provided the recommendation.*

**Motion to approve item G4 was made by Chairman Scott Carnahan and seconded by Commissioner Jeff Kinnard, D.C.**

*Board discussion ensued with Mr. Oliver.*

**Motion was rescinded by Chairman Scott Carnahan and Commissioner Jeff Kinnard, D.C.**

**Motion to pay $500,000 out the Fire Special Funds for the CAD System and when it is time to purchase the CAD system we pay the remaining amount, up to $1.5 Million, out of the County Reserves.**

*Board discussion continued.*

*Citizen Linda Carpenter commented.*

*Commissioners responded to comments from the public.*

**Resolution Number 2021-045**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Scott Carnahan, Chair, District 4 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**G.5. Coronavirus State & Local Fiscal Recovery Funds**

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

a. Authorize the Chairman to execute the Financial Assistance Agreement and Title VI Assurance, and any necessary documents associated with this funding. The documents will be email and electronically signed and submitted with DocuSign.

b. Approve the designation of the County Administrator as primary agent and the Management & Budget Director as alternate agent to execute any Request for Reimbursement, Certification, or other necessary documentation.

*County Administrator Charles R. Oliver provided the recommendation.*

**Motion to approve item G5a and b.**

**Resolution Number 2021-047**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## H. PRESENTATIONS/PUBLIC HEARINGS

### H.1. 1:30 PM Nature Coast EMS Update

Nature Coast EMS has requested to present an update at 1:30pm on the May 25th, 2021 BOCC meeting.

*Scott Baxter, Chief of Nature Coast Emergency Medical Services (NCEMS) and Mary Hedges, President of the NCEMS Board of Directors presented the Citizen Lifesaving Awards. Mr. Baxter and Ms. Hedges provided the presentation and responded to questions from the Board.*

### H.2. 2:00 PM Conduct a Public Hearing - PV-20-04 Guy Newman

a. Conduct a Public Hearing to consider application PV-20-04, a plat vacation application by Guy Newman to vacate a portion of the platted drainage and utility easements lying in Lots 14 and 15, Block 1340, Citrus Springs Unit 20.

b. If approved, adopt and authorize the Chairman to execute the Resolution approving PV-20-04 for Guy Newman, and direct the Clerk to record the Resolution in the public records.

*Land Development Principal Planner Joe Hochadel provided the staff presentation and responded to questions from the Board.*

*Citizens Guy Newman and Janet Barek commented.*

*County Attorney Denise A. Dymond Lynn addressed the Board regarding the Planning Development Council (PDC) meetings.*

**Motion to approve PV-20-04.**

**Resolution Number 2021-046**

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Ronald E. Kitchen Jr., 1st Vice Chair, District 2 |
| **SECONDER:** | Scott Carnahan, Chair, District 4 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**H.3. 2:05 PM Conduct a Public Hearing - PV-21-02 Robert O'Hara**

a. Conduct a Public Hearing to consider application PV-21-02, a plat vacation application by Robert O'Hara to vacate a portion of the platted drainage and utility easements lying in Lots 6 and 7, Block 60, Crystal Manor Unit 2.

b. If approved, adopt and authorize the Chairman to execute the Resolution approving PV-21-02 for Robert O'Hara, and direct the Clerk to record the Resolution in the public records.

*Land Development Principal Planner Joe Hochadel provided the staff presentation.*

*Citizen Robert O'Hara commented.*

**Motion to approve PV-21-02.**

**Resolution Number 2021-043**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

**I.1. AHAC Nominate to Fill Unexpired Term**

Nominate and appoint Lorrie Hamilton to the Affordable Housing Advisory Committee (AHAC) as a Banking Representative to fill an unexpired term that will expire on January 31, 2023.

**Motion to approve item I1.**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Holly L. Davis, Commissioner, District 5 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## J. COMMITTEE REPORTS FROM COMMISSIONERS

*Commissioner Holly Davis discussed the Medical Examiner, Veterans Services Advisory Board, and Value Adjustment Board meetings.*

*Second Vice Chairman Ruthie Schlabach recognized Commissioner Davis and shared information from the Transportation Disadvantaged Coordinating Council Board meeting.*

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

*Commissioner Jeff Kinnard, D.C. gave an overview of the Hernando/Citrus Metropolitan Planning Organization (MPO) Board and the Withlacoochee Regional Water Supply Authority meetings. County Administrator Charles R. Oliver provided clarification regarding the MPO. Board discussion ensued regarding the MPO.*

## K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

*No items.*

## L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

*Commissioner Jeff Kinnard, D.C. discussed the Crystal Manor community. County Administrator Charles R. Oliver recommended to schedule the Public Workshop for June 22, 2021. Board discussion ensued.*

## M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

*Second Vice Chairman Ruthie Schlabach discussed donations received for Animal Shelter.*

## N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

*No items.*

## O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

**O.1. Discussion and vote to use proceeds from the sale of county owned property towards the new Animal Shelter.**

Discussion and vote to use proceeds from the sale of county owned property towards the new Animal Shelter.

**Motion to approve the use of county owned property sales to help offset the debt service towards the new Animal Shelter.**.

*Citizen Janet Barek commented.*

*Board discussion ensued.*

| | |
|---|---|
| **RESULT:** | **ADOPTED [4 TO 1]** |
| **MOVER:** | Scott Carnahan, Chair, District 4 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Schlabach, Kinnard D.C., Davis |
| **NAYS:** | Kitchen Jr. |

**O.2**. Small County Coalition Outreach Program *- Item received after the agenda was published.*

Request approval for the Chairman to sign the additional SCOP funding request to Governor DeSantis.

*County Administrator Charles R. Oliver provided the recommendation and Chairman Scott Carnahan commented.*

**Motion to approve item O2.**

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Carnahan, Chair, District 4 |
| **SECONDER:** | Ruthie Davis Schlabach, 2nd Vice Chair, District 3 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

**O.3**. Duke Energy Resolution *- Item received after the agenda was published.*

Approval and authorize the Board of County Commissioners to sign the Duke Energy Resolution.

*County Administrator Charles R. Oliver provided the recommendation and Chairman Scott Carnahan commented.*

**Motion to approve item O3.**

*Board discussion ensued.*

**Clerk's Note: Commissioner Holly Davis left the meeting following this item.**

**Resolution Number 2021-048**

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Scott Carnahan, Chair, District 4 |
| **SECONDER:** | Jeff Kinnard D.C., Commissioner District 1 |
| **AYES:** | Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis |

## P. COUNTY ATTORNEY DENISE A. DYMOND LYN

*No items.*

## Q. OPEN TO THE PUBLIC

*The following individuals addressed the Board on various issues: Alonda McCarty; Shaunda Burdette; Janet Barek, representing the Citrus Springs Civic Association; and Kate Spratt.*

*At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification regarding the noise ordinance.*

*Commissioners responded to comments from the public.*

## R. UPCOMING MEETINGS

1. Regular Meeting: **June 8, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **June 22, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **July 13, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

## S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

| |
|---|
| 1.Workshop June 8, 2021, 9:15 AM Funding for Animal Shelter, Ft. Island Trail & Halls River Road Multi-Purpose Paths & Ozello Property, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450 |
| 2. Preliminary Budget Meeting: Wednesday, July 28, 2021, 8:30 AM, Library Special District, 8:45 AM, Fire Protection Special District, 9:00 AM, BOCC, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450 |
| 3. Tentative Budget Hearing: Thursday, September 9, 2021, 5:01 PM, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450 |
| 4. Special Meeting: Thursday, September 9, 2021, 1:00 PM Proposed Stormwater Utility Assessment, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450 |

## T. 5:01 P.M. PUBLIC HEARINGS

## U. ADJOURN

The meeting was adjourned at 4:32 PM

Minutes Acceptance: Minutes of May 25, 2021 1:00 PM (Minutes)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Traci Phillips, Chief of Staff |
| **SUBJECT:** | Deletion of Surplus Property |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

A governmental unit shall have discretion to classify as surplus any of its property which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function (FS 274.05). Authority for the disposal of property shall be recorded in the minutes of the governmental unit (FS 274.07).

Asset 18726 is no longer needed.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Approve deletion of the following items from the inventory of the Health Department and the removal of same items from the county's capital asset listing. Asset # 18726 - Colposcope

# *Asset Activity Form*

| | |
|---|---|
| ☐ Department Transfer<br>☐ Custodian Change | Current Department: WOMAN'S HEALTH Current Custodian: FDOH CITRUS<br>New Department: _____ New Custodian: _____ |
| ☐ Location Change | Current Location: OB CLINIC New Location: _____ Condition: ____ |
| ☑ Disposal | **Type:** ☐ Obsolete ☐ Non-Repairable ☑ Recycle ☐ Dismantled for Parts ☐ Trade-In ☐ Repair Not Cost Effective<br>**Method:** ☐ Landfill - Solid Waste ☑ Landfill – Electronic Recycle ☐ Other: _____ |
| ☐ Auction | If not auctioned: ☐ Return to Originating Department ☐ Dispose |
| ☐ Donation To<br>☐ Donation From | Non-Profit Organization/Agency: _____ |

| *Dept #* | *Asset ID* | *Description* | *Serial Number* | *Acquisition Date* | *Initial Cost* |
|---|---|---|---|---|---|
| 101 | 18726 | COLPOSCOPE | AWL-4-412 | 05/17/2006 | 5476.65 |
| | | | | | |
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| | | | | | |
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| | | | | | |
| | | | | | |

Comments/Justification:
NO LONGER NEEDED

Initiating Department

Asset Custodian or Division Director Signature — Date: 5-21-21
Department Director Signature — Date: 5/21/21

Receiving Department (Transfers/Changes/Auctions)

Asset Custodian or Division Director Signature* — Date
Department Director Signature — Date

** As custodian, I understand that I am responsible for tracking, locating, and showing all property to the Financial Services Clerk during the annual asset inventory.*

Receiving Department (Donation/Disposal)

Non-Profit Representative Signature — Date
or
Disposal Witness Signature — Date

Financial Services Use Only

Asset Record Updated (date): _____ Board Approved (date): _____ Employee Signature: _____

Attachment: 18726 (12932 : Deletion of Surplus Property)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Traci Phillips, Chief of Staff |
| **SUBJECT:** | County Warrants |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Per Florida Statute 136.06 warrants or check registers shall be recorded in the minutes of the Board, therefore, attached are the County warrants paid during May of 2021.

**BUDGET IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

Accept the attached check registers outlining the County warrants.

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5358WRE | 0080 4/27/21 | 0.00 | 240.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WPC | 0080 4/27/21 | 0.00 | 190.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WHM | 0080 4/27/21 | 0.00 | 102.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WRE | 0080 4/27/21 | 0.00 | 357.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WCP | 0080 4/27/21 | 0.00 | 49.50 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5326ARE | 0080 4/27/21 | 0.00 | 238.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5347AHM | 0080 4/27/21 | 0.00 | 102.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5347APC | 0080 4/27/21 | 0.00 | 57.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5358WRE | 0079 4/20/21 | 0.00 | 240.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WPC | 0079 4/20/21 | 0.00 | 190.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5345WRE | 0079 4/20/21 | 0.00 | 357.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5326ARE | 0079 4/20/21 | 0.00 | 238.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5347AHM | 0079 4/20/21 | 0.00 | 102.00 |
| 101000 | 483332 | 05/06/21 | 25027 | ABILITY CARE SERVICES IN | 5347APC | 0079 4/20/21 | 0.00 | 57.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,519.50 |
| 101000 | 483333 | 05/06/21 | 15608 | AFRO-AMERICAN CLUB | 001 | 1004096.037 REFUND | 0.00 | 15.00 |
| 101000 | 483334 | 05/06/21 | 24991 | ALAN FORINO | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 38.95 |
| 101000 | 483334 | 05/06/21 | 24991 | ALAN FORINO | 5348AHD | 3/5-26/21 MILEAGE | 0.00 | 42.14 |
| 101000 | 483334 | 05/06/21 | 24991 | ALAN FORINO | 5345WHD | 3/5-26/21 MILEAGE | 0.00 | 1.92 |
| 101000 | 483334 | 05/06/21 | 24991 | ALAN FORINO | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 2.88 |
| TOTAL CHECK | | | | | | | 0.00 | 85.89 |
| 101000 | 483335 | 05/06/21 | 909442 | ATKINSON CONSTRUCTION | 450 | RFND PERMIT 2020-15463 | 0.00 | 35.00 |
| 101000 | 483335 | 05/06/21 | 909442 | ATKINSON CONSTRUCTION | 450 | RFND PERMIT 2020-15463 | 0.00 | 50.00 |
| TOTAL CHECK | | | | | | | 0.00 | 85.00 |
| 101000 | 483336 | 05/06/21 | 26476 | BAREHUGGERS INC | 401 | SW ASMT RFND 50206-01 | 0.00 | 32.05 |
| 101000 | 483337 | 05/06/21 | 22338 | BARRACUDA EMERGENCY PHYS | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 257.56 |
| 101000 | 483338 | 05/06/21 | 22024 | DENNIS BERTOLAMI | 5351A | 3/4-4/1/21 MILEAGE | 0.00 | 6.23 |
| 101000 | 483338 | 05/06/21 | 22024 | DENNIS BERTOLAMI | 5345WHD | 3/4-4/1/21 MILEAGE | 0.00 | 12.46 |
| 101000 | 483338 | 05/06/21 | 22024 | DENNIS BERTOLAMI | 5348AHD | 3/4-4/1/21 MILEAGE | 0.00 | 18.69 |
| TOTAL CHECK | | | | | | | 0.00 | 37.38 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 3225 | 0514666-7 4/28/21 | 0.00 | 36.82 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 6102 | 0315000-0 4/28/21 | 0.00 | 92.34 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 6102 | 0321964-9 4/28/21 | 0.00 | 1,679.87 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0332614-7 4/28/21 | 0.00 | 19.00 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0376707-6 4/28/21 | 0.00 | 19.00 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0525492-5 4/27/21 | 0.00 | 32.06 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0525489-1 4/27/21 | 0.00 | 33.98 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0525498-2 4/27/21 | 0.00 | 36.84 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 4150 | 0376704-3 4/28/21 | 0.00 | 84.08 |
| 101000 | 483339 | 05/06/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0322413-6 4/28/21 | 0.00 | 440.16 |
| TOTAL CHECK | | | | | | | 0.00 | 2,474.15 |
| 101000 | 483340 | 05/06/21 | 26402 | CITRUS COUNTY EDUCATION | 3110 | CARES FUNDING | 0.00 | 50,000.00 |
| 101000 | 483341 | 05/06/21 | 4668 | COUNTRYSIDE ANIMAL CLINI | 5106 | 306395 4/20/21 | 0.00 | 404.49 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483342 | 05/06/21 | 26475 | COW PIES & BAR FLIES INC | 001 | RFND CPA/AA-20-16 | 0.00 | 869.40 |
| 101000 | 483343 | 05/06/21 | 26477 | DR UDAY HIREMATH | 401 | SW ASMT RFND 55091-01 | 0.00 | 34.19 |
| 101000 | 483344 | 05/06/21 | 1621 | DS SERVICES OF AMERICA I | 2322-605 | 16242089 041621 4/16/2 | 0.00 | 30.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 13078 21522 4/13/21 | 0.00 | 40.07 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 85680 36357 4/13/21 | 0.00 | 44.73 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 35111 99280 4/13/21 | 0.00 | 55.13 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 03770 49253 4/13/21 | 0.00 | 55.99 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 21948 15026 4/12/21 | 0.00 | 68.28 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 59006 49555 4/14/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 58111 75162 4/14/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 18950 91158 4/14/21 | 0.00 | 15.93 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 47684 43334 4/14/21 | 0.00 | 15.93 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8200 | 02115 47205 4/14/21 | 0.00 | 18.72 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8200 | 62853 66016 4/14/21 | 0.00 | 22.04 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 01468 24240 4/14/21 | 0.00 | 22.78 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 5212 | 84358 35017 4/9/21 | 0.00 | 25.12 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 22183 56080 4/9/21 | 0.00 | 26.82 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 57743 43579 4/14/21 | 0.00 | 27.56 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 79320 54242 4/9/21 | 0.00 | 33.49 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 23379 30240 4/9/21 | 0.00 | 39.55 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 19941 52510 4/9/21 | 0.00 | 42.67 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 20868 75525 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 12559 84109 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 91603 86353 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 89063 24149 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 23724 68581 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 44865 44070 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 52855 17218 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 74390 16188 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 74519 24296 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 38979 16472 4/12/21 | 0.00 | 61.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 62932 28598 4/9/21 | 0.00 | 35.09 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6212 | 17543 25464 4/9/21 | 0.00 | 547.26 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2101 | 56663 05401 4/9/21 | 0.00 | 218.94 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 5216 | 48189 05434 4/9/21 | 0.00 | 105.27 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 5216 | 05081 22058 4/9/21 | 0.00 | 142.33 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7117 | 84248 16060 4/14/21 | 0.00 | 259.06 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7125 | 58065 92106 4/14/21 | 0.00 | 296.78 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 49528 54021 4/9/21 | 0.00 | 324.49 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 5212 | 18190 57176 4/9/21 | 0.00 | 492.72 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6212 | 28396 08385 4/9/21 | 0.00 | 1,151.11 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 85456 14497 4/14/21 | 0.00 | 1,354.44 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8200 | 91988 48519 4/14/21 | 0.00 | 8.96 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 88619 76023 4/9/21 | 0.00 | 13.35 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 78831 20195 4/9/21 | 0.00 | 15.76 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 42351 16484 4/14/21 | 0.00 | 23.89 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 07412 32351 4/8/21 | 0.00 | 16.99 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 93856 97128 4/8/21 | 0.00 | 28.74 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 16689 92220 4/8/21 | 0.00 | 31.20 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 25817 71415 4/8/21 | 0.00 | 34.05 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 20960 17384 4/8/21 | 0.00 | 45.31 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 22261 44227 4/8/21 | 0.00 | 88.09 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 40992 09457 4/8/21 | 0.00 | 139.14 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 40993 53469 4/8/21 | 0.00 | 161.51 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7124 | 89091 59386 4/20/21 | 0.00 | 143.29 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 70878 25471 4/21/21 | 0.00 | 15.64 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 79873 75410 4/23/21 | 0.00 | 16.43 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 67570 50110 4/21/21 | 0.00 | 17.49 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 07135 21389 4/21/21 | 0.00 | 22.53 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 31800 33115 4/23/21 | 0.00 | 18.92 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 80758 43344 4/21/21 | 0.00 | 192.09 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 29275 78454 4/21/21 | 0.00 | 202.99 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 26397 05303 4/21/21 | 0.00 | 205.99 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 14016 00254 4/21/21 | 0.00 | 483.28 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 18106 78562 4/21/21 | 0.00 | 496.93 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6212 | 53914 95136 4/21/21 | 0.00 | 2,024.73 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 25872 36282 4/21/21 | 0.00 | 5,367.66 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 3200 | 42521 08431 4/23/21 | 0.00 | 488.32 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6212 | 14426 78749 4/23/21 | 0.00 | 1,321.38 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 67121 34048 4/26/21 | 0.00 | 181.94 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2501 | 84176 19159 4/26/21 | 0.00 | 261.21 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 26436 58371 4/9/21 | 0.00 | 16.43 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 65348 31104 4/20/21 | 0.00 | 18.92 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 13872 29031 4/20/21 | 0.00 | 23.26 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 93740 09434 4/21/21 | 0.00 | 30.26 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 36453 70086 4/21/21 | 0.00 | 33.99 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 68475 22389 4/20/21 | 0.00 | 36.25 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 78660 39328 4/20/21 | 0.00 | 36.25 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 01678 65063 4/20/21 | 0.00 | 36.25 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 26679 64072 4/23/21 | 0.00 | 41.72 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 96876 11293 4/23/21 | 0.00 | 45.52 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 61050 93478 4/21/21 | 0.00 | 47.81 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 42084 32431 4/23/21 | 0.00 | 48.74 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 80865 26498 4/23/21 | 0.00 | 69.38 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7119A | 64921 43492 4/23/21 | 0.00 | 192.72 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7105 | 22158 11468 4/26/21 | 0.00 | 282.06 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7119 | 74047 05449 4/28/21 | 0.00 | 284.97 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7120 | 40724 37519 4/28/21 | 0.00 | 394.53 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7119B | 43943 53527 4/23/21 | 0.00 | 414.54 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7112 | 87186 50865 4/23/21 | 0.00 | 16,668.88 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 10747 50352 4/23/21 | 0.00 | 99.75 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 07123 80464 4/26/21 | 0.00 | 169.43 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 75173 71164 4/26/21 | 0.00 | 78.69 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 10411 78180 4/23/21 | 0.00 | 45.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7201 | 96241 07052 4/23/21 | 0.00 | 60.00 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 65989 30151 4/23/21 | 0.00 | 20.93 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 39966 63072 4/26/21 | 0.00 | 22.29 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 94183 83266 4/23/21 | 0.00 | 23.28 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 72218 03011 4/23/21 | 0.00 | 15.64 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 80253 02521 4/23/21 | 0.00 | 15.85 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 58838 56401 4/26/21 | 0.00 | 16.25 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 93602 75117 4/23/21 | 0.00 | 16.35 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 65118 09426 4/23/21 | 0.00 | 17.73 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8200 | 38657 69243 4/16/21 | 0.00 | 1,546.12 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 69961 50439 4/16/21 | 0.00 | 728.83 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8200 | 23437 82134 4/16/21 | 0.00 | 178.53 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 02452 71532 4/15/21 | 0.00 | 15.64 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 94261 80199 4/15/21 | 0.00 | 15.64 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 33323 78250 4/15/21 | 0.00 | 17.86 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 98511 07017 4/15/21 | 0.00 | 38.35 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 66626 40302 4/14/21 | 0.00 | 40.79 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 70967 92298 4/15/21 | 0.00 | 47.88 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7114 | 63335 13729 4/15/21 | 0.00 | 131.41 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 29198 36107 4/15/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 27061 33184 4/15/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 69156 65455 4/15/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 46658 86577 4/15/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 90583 96534 4/15/21 | 0.00 | 15.85 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 85529 79029 4/15/21 | 0.00 | 15.88 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 98846 40572 4/15/21 | 0.00 | 15.93 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 8300 | 53042 90270 4/15/21 | 0.00 | 16.13 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 17270 79586 4/19/21 | 0.00 | 32.27 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 5212 | 13048 06774 4/15/21 | 0.00 | 69.35 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 7122 | 67762 16307 4/15/21 | 0.00 | 199.58 |
| 101000 | 483350 | 05/06/21 | 21092 | DUKE ENERGY | 9000 | 03312 11048 4/16/21 | 0.00 | 227.96 |
| TOTAL CHECK | | | | | | | 0.00 | 40,932.88 |
| 101000 | 483351 | 05/06/21 | 26481 | EAST CAROLINA UNIVERSITY | 6212 | ILL# 204099265 1130 | 0.00 | 70.00 |
| 101000 | 483352 | 05/06/21 | 0688 | FEDERAL EXPRESS CORPORA | 9000 | 7-338-23876 4/13/21 | 0.00 | 10.31 |
| 101000 | 483353 | 05/06/21 | 1987 | FLORIDA DEPARTMENT OF HE | 6102 | 1/5264066 09-06-00006 | 0.00 | 250.00 |
| 101000 | 483354 | 05/06/21 | 26331 | GAYLE A BRASHEARS | 5348AHD | 3/2-30/21 MILEAGE | 0.00 | 26.70 |
| 101000 | 483355 | 05/06/21 | 5353 | CONNIE GRIER | 5348AHD | 3/22-29/21 MILEAGE | 0.00 | 19.01 |
| 101000 | 483355 | 05/06/21 | 5353 | CONNIE GRIER | 5351A | 3/22-29/21 MILEAGE | 0.00 | 1.46 |
| TOTAL CHECK | | | | | | | 0.00 | 20.47 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6102 | 00113-00 4/29/21 | 0.00 | 75.94 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6212 | 00562-00 4/29/21 | 0.00 | 164.05 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 03071-00 4/29/21 | 0.00 | 854.84 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 03072-00 4/29/21 | 0.00 | 1,339.88 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6102 | 00476-00 4/29/21 | 0.00 | 88.64 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6102 | 00477-00 4/29/21 | 0.00 | 41.88 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01399-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01800-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01867-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 02469-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00617-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00659-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00665-00 4/29/21 | 0.00 | 22.10 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00697-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00734-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00754-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00820-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00841-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00849-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01018-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01019-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01103-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01104-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01105-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 01398-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00201-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00246-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00495-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00566-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00567-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 00568-00 4/29/21 | 0.00 | 22.10 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6212 | 00581-00 4/29/21 | 0.00 | 41.88 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6102 | 00344-00 4/29/21 | 0.00 | 45.37 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 9000 | 02475-00 4/29/21 | 0.00 | 50.00 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 6102 | 00478-00 4/29/21 | 0.00 | 53.12 |
| 101000 | 483357 | 05/06/21 | 0969 | HOMOSASSA SPECIAL WATER | 3200 | 00288-00 4/29/21 | 0.00 | 57.14 |
| TOTAL CHECK | | | | | | | 0.00 | 3,365.24 |
| 101000 | 483358 | 05/06/21 | 24904 | JAMES CODLING | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 36.94 |
| 101000 | 483359 | 05/06/21 | 25775 | JANET A FIGLIOLI | 5348AHD | 4/6/21 MILEAGE | 0.00 | 8.90 |
| 101000 | 483360 | 05/06/21 | 25049 | JOHN KUDLAS | 5379X | 3/1-27/21 MILEAGE | 0.00 | 21.76 |
| 101000 | 483361 | 05/06/21 | 22569 | CHARLES E KLEINER | 5379X | 3/7-28/21 MILEAGE | 0.00 | 21.76 |
| 101000 | 483362 | 05/06/21 | 22971 | KYOCERA DOCUMENT SOLUTIO | 5703-603 | 55V1218762 4/15/21 | 0.00 | 251.29 |
| 101000 | 483363 | 05/06/21 | 24469 | LANCE RHINESMITH | 5379X | 3/1-29/21 MILEAGE | 0.00 | 36.48 |
| 101000 | 483364 | 05/06/21 | 7657 | BETTY LEWIS | 5379X | 3/2-31/21 MILEAGE | 0.00 | 33.44 |
| 101000 | 483365 | 05/06/21 | 5336 | LIFESTREAM BEHAVORIAL CE | 5103 | SEP 2020 SERVICES | 0.00 | 2,210.00 |
| 101000 | 483365 | 05/06/21 | 5336 | LIFESTREAM BEHAVORIAL CE | 5103 | OCT 2020 SERVICES | 0.00 | 1,950.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,160.00 |
| 101000 | 483366 | 05/06/21 | 25907 | LINDA & BILL FICK | 5351A | 3/1-29/21 MILEAGE | 0.00 | 4.90 |
| 101000 | 483366 | 05/06/21 | 25907 | LINDA & BILL FICK | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 53.84 |
| TOTAL CHECK | | | | | | | 0.00 | 58.74 |
| 101000 | 483367 | 05/06/21 | 24903 | MAX RUSSELL | 5348AHD | 3/2-30/21 MILEAGE | 0.00 | 52.85 |
| 101000 | 483367 | 05/06/21 | 24903 | MAX RUSSELL | 5345WHD | 3/2-30/21 MILEAGE | 0.00 | 1.89 |
| TOTAL CHECK | | | | | | | 0.00 | 54.74 |
| 101000 | 483368 | 05/06/21 | 25289 | MAXINE WILLIAMS | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 28.93 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483369 | 05/06/21 | 23788 | RODNEY MILLNER | 5348AHD | 3/12-26/21 MILEAGE | 0.00 | 59.73 |
| 101000 | 483369 | 05/06/21 | 23788 | RODNEY MILLNER | 5345WHD | 3/12-26/21 MILEAGE | 0.00 | 7.47 |
| TOTAL CHECK | | | | | | | 0.00 | 67.20 |
| 101000 | 483370 | 05/06/21 | 26461 | MONTANA SOUTHALL | 001 | 1004197.037 REFUND | 0.00 | 50.00 |
| 101000 | 483371 | 05/06/21 | 26478 | NATURE COAST MINISTRIES | 401 | SW ASMT RFND 55152-01 | 0.00 | 64.11 |
| 101000 | 483372 | 05/06/21 | 19775 | LINDA NIBLETT | 5348AHD | 4/5-5/21 MILEAGE | 0.00 | 16.91 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 6102 | 812 4/27/21 | 0.00 | 289.35 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 3200 | 739 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 1282 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 2521 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 2522 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 4598 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 4802 4/27/21 | 0.00 | 25.50 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 2501 | 2323 4/27/21 | 0.00 | 51.00 |
| 101000 | 483373 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 6102 | 801 4/27/21 | 0.00 | 127.50 |
| TOTAL CHECK | | | | | | | 0.00 | 620.85 |
| 101000 | 483374 | 05/06/21 | 1433 | OZELLO WATER ASSOC INC | 9000 | 149 5/1/21 | 0.00 | 50.00 |
| 101000 | 483375 | 05/06/21 | 24566 | PATRICIA SWARTOUT | 5379X | 3/1-25/21 MILEAGE | 0.00 | 23.04 |
| 101000 | 483376 | 05/06/21 | 911155 | RAVEN DORMINEY | 450 | 1901025365 UTIL RFND | 0.00 | 38.99 |
| 101000 | 483377 | 05/06/21 | 26462 | REFLECTIONS DANCE | 001 | 1004236.037 REFUND | 0.00 | 300.00 |
| 101000 | 483378 | 05/06/21 | 26469 | ROBERT & DONNA SAMSON | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 15.25 |
| 101000 | 483378 | 05/06/21 | 26469 | ROBERT & DONNA SAMSON | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 10.16 |
| TOTAL CHECK | | | | | | | 0.00 | 25.41 |
| 101000 | 483379 | 05/06/21 | 25995 | ROBIN QUINN | 5345WHD | 3/2-23/21 MILEAGE | 0.00 | 9.45 |
| 101000 | 483379 | 05/06/21 | 25995 | ROBIN QUINN | 5348AHD | 3/2-23/21 MILEAGE | 0.00 | 16.54 |
| 101000 | 483379 | 05/06/21 | 25995 | ROBIN QUINN | 5351A | 3/2-23/21 MILEAGE | 0.00 | 4.72 |
| TOTAL CHECK | | | | | | | 0.00 | 30.71 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WPC | 0015 4/26/21 | 0.00 | 294.00 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WRE | 0015 4/26/21 | 0.00 | 420.00 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WCP | 0015 4/26/21 | 0.00 | 115.50 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WHM | 0015 4/26/21 | 0.00 | 189.00 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5358WRE | 0015 4/26/21 | 0.00 | 577.50 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WCP | 0014 4/19/21 | 0.00 | 105.00 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WRE | 0014 4/19/21 | 0.00 | 346.50 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5358WRE | 0014 4/19/21 | 0.00 | 556.50 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WHM | 0014 4/19/21 | 0.00 | 189.00 |
| 101000 | 483380 | 05/06/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WPC | 0014 4/19/21 | 0.00 | 257.25 |
| TOTAL CHECK | | | | | | | 0.00 | 3,050.25 |
| 101000 | 483381 | 05/06/21 | 24891 | SHERRY YOUNGER | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 30.73 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483381 | 05/06/21 | 24891 | SHERRY YOUNGER | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 5.76 |
| TOTAL CHECK | | | | | | | 0.00 | 36.49 |
| 101000 | 483382 | 05/06/21 | 25276 | SPHERES ENTERTAINMENT LL | 6212D | VIRTUAL BUBBLE SHOW | 0.00 | 175.00 |
| 101000 | 483383 | 05/06/21 | 26479 | TAMMIE BETKEY | 401 | RFND CHANGE SHORTAGE | 0.00 | 20.00 |
| 101000 | 483384 | 05/06/21 | 15458.1 | TD WEALTH | 326 | 5054791 4/20/21 | 0.00 | 223.60 |
| 101000 | 483384 | 05/06/21 | 15458.1 | TD WEALTH | 405 | 5054791 4/20/21 | 0.00 | 223.60 |
| 101000 | 483384 | 05/06/21 | 15458.1 | TD WEALTH | 001 | 5054791 4/20/21 | 0.00 | 298.12 |
| TOTAL CHECK | | | | | | | 0.00 | 745.32 |
| 101000 | 483385 | 05/06/21 | 19315.1 | US POSTAL SERVICE /POSTA | 6212 | RESERVE ACCT 35701820 | 0.00 | 5,500.00 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777667 4/16/21 | 0.00 | 37.84 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777698 4/16/21 | 0.00 | 45.48 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777682 4/16/21 | 0.00 | 48.28 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777677 4/16/21 | 0.00 | 5,053.91 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777691 4/16/21 | 0.00 | 53.37 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777681 4/16/21 | 0.00 | 105.83 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777672 4/16/21 | 0.00 | 300.95 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777673 4/16/21 | 0.00 | 37.25 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777692 4/16/21 | 0.00 | 38.33 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777678 4/16/21 | 0.00 | 46.63 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777683 4/16/21 | 0.00 | 61.10 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777696 4/16/21 | 0.00 | 72.86 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777684 4/16/21 | 0.00 | 99.58 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777674 4/16/21 | 0.00 | 37.84 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777694 4/16/21 | 0.00 | 44.66 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777665 4/16/21 | 0.00 | 353.00 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777671 4/16/21 | 0.00 | 36.10 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777695 4/16/21 | 0.00 | 37.84 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777666 4/16/21 | 0.00 | 167.99 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777697 4/16/21 | 0.00 | 45.48 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777679 4/16/21 | 0.00 | 53.62 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777693 4/16/21 | 0.00 | 38.08 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777680 4/16/21 | 0.00 | 51.89 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777699 4/16/21 | 0.00 | 46.87 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777676 4/16/21 | 0.00 | 74.34 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777564 4/16/21 | 0.00 | 269.21 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777609 4/16/21 | 0.00 | 464.91 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777635 4/16/21 | 0.00 | 285.71 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777552 4/16/21 | 0.00 | 36.02 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777536 4/16/21 | 0.00 | 55.67 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 2077592 4/28/21 | 0.00 | 76.65 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777719 4/21/21 | 0.00 | 55.92 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777716 4/28/21 | 0.00 | 56.49 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777718 4/21/21 | 0.00 | 57.40 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777717 4/28/21 | 0.00 | 57.73 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777721 4/23/21 | 0.00 | 60.93 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777654 4/16/21 | 0.00 | 64.06 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777631 4/28/21 | 0.00 | 9,013.05 |

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777655 4/16/21 | 0.00 | 174.49 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777669 4/16/21 | 0.00 | 93.17 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7115 | 1777565 4/28/21 | 0.00 | 74.81 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2080143 4/28/21 | 0.00 | 35.04 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7103 | 1777585 4/28/21 | 0.00 | 981.61 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777720 4/28/21 | 0.00 | 428.28 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777715 4/28/21 | 0.00 | 429.72 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 3225 | 1777523 4/28/21 | 0.00 | 586.55 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2080139 4/28/21 | 0.00 | 134.45 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 6102 | 1777531 4/28/21 | 0.00 | 188.63 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777702 4/28/21 | 0.00 | 203.76 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777548 4/28/21 | 0.00 | 235.47 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777658 4/28/21 | 0.00 | 261.98 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7121 | 1777645 4/27/21 | 0.00 | 519.97 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7107 | 1777546 4/27/21 | 0.00 | 713.43 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 5212 | 1674330 4/23/21 | 0.00 | 39.89 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7109 | 1777545 4/23/21 | 0.00 | 267.89 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 3200 | 1777612 4/23/21 | 0.00 | 484.89 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777703 4/16/21 | 0.00 | 7,185.44 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777729 4/21/21 | 0.00 | 552.80 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7108 | 1777600 4/21/21 | 0.00 | 558.16 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 3200 | 1777724 4/21/21 | 0.00 | 634.95 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777727 4/21/21 | 0.00 | 892.34 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777713 4/21/21 | 0.00 | 1,824.60 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7108A | 1777701 4/21/21 | 0.00 | 68.38 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 7123 | 1777643 4/16/21 | 0.00 | 120.15 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777652 4/22/21 | 0.00 | 193.49 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777730 4/21/21 | 0.00 | 297.13 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2135641 4/16/21 | 0.00 | 35.28 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2135640 4/16/21 | 0.00 | 35.28 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2135637 4/16/21 | 0.00 | 35.28 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2135633 4/16/21 | 0.00 | 35.36 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777556 4/22/21 | 0.00 | 35.36 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2135639 4/16/21 | 0.00 | 36.02 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777668 4/16/21 | 0.00 | 38.41 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 6102 | 2109733 4/21/21 | 0.00 | 39.48 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 1777675 4/16/21 | 0.00 | 39.64 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 2670 | 1777725 4/21/21 | 0.00 | 41.20 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 6102 | 1777627 4/16/21 | 0.00 | 46.87 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 3200 | 1777641 4/22/21 | 0.00 | 49.38 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 9000 | 2139668 4/16/21 | 0.00 | 51.87 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 5746DP | 1601017 4/16/21 | 0.00 | 42.36 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777686 4/9/21 | 0.00 | 35.86 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777689 4/14/21 | 0.00 | 36.27 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777688 4/9/21 | 0.00 | 64.39 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 6102 | 1777646 4/15/21 | 0.00 | 948.52 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 8200 | 1777617 4/19/21 | 0.00 | 1,824.52 |
| 101000 | 483388 | 05/06/21 | 2031 | W R E C | 4102 | 1777710 4/19/21 | 0.00 | 107.23 |
| TOTAL CHECK | | | | | | | 0.00 | 39,302.92 |
| 101000 | 483389 | 05/06/21 | 26474 | WILLIAM C & JANETTE E RY | 450 | RFND UTIL 1901025316 | 0.00 | 234.02 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483390 | 05/06/21 | 21323 | WRIGHT NATIONAL FLOOD IN | 8100 | 09 1151946644 4/18/21 | 0.00 | 2,658.00 |
| 101000 | 483390 | 05/06/21 | 21323 | WRIGHT NATIONAL FLOOD IN | 8100 | 09 1151946810 4/18/21 | 0.00 | 6,917.00 |
| TOTAL CHECK | | | | | | | 0.00 | 9,575.00 |
| 101000 | 483391 | 05/06/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 6302 | 2319393 3/23/21 | 0.00 | 45.25 |
| 101000 | 483392 | 05/06/21 | 23503 | ADVANCED UROLOGY INSTITU | 2101A | HOSPITAL BILL 3/11/21 | 0.00 | 303.40 |
| 101000 | 483393 | 05/06/21 | 22503 | ANESTHESIA PHYSICIAN SOL | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 43.49 |
| 101000 | 483394 | 05/06/21 | 22338 | BARRACUDA EMERGENCY PHYS | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 116.55 |
| 101000 | 483394 | 05/06/21 | 22338 | BARRACUDA EMERGENCY PHYS | 2101A | HOSPITAL BILL 4/16/21 | 0.00 | 114.21 |
| TOTAL CHECK | | | | | | | 0.00 | 230.76 |
| 101000 | 483395 | 05/06/21 | 4125 | BRIGHT HOUSE NETWORKS | 5799 | 0050711780-01 4/24/21 | 0.00 | 99.98 |
| 101000 | 483396 | 05/06/21 | 17174 | CENTURYLINK | 2332-602 | 311818766 3/25/21 | 0.00 | 52.45 |
| 101000 | 483397 | 05/06/21 | 25293 | CENTURYLINK COMMUNICATIO | 2440 | 220581328 90007515 | 0.00 | 664.41 |
| 101000 | 483398 | 05/06/21 | 6032 | CITRUS NEPHROLOGY ASSOCI | 2101A | HOSPITAL BILL 4/28/21 | 0.00 | 257.07 |
| 101000 | 483399 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 10182 28059 4/29/21 | 0.00 | 2,434.21 |
| 101000 | 483399 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 10182 28059 3/30/21 | 0.00 | 5,661.31 |
| TOTAL CHECK | | | | | | | 0.00 | 8,095.52 |
| 101000 | 483400 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 15992 58484 4/22/21 | 0.00 | 247.05 |
| 101000 | 483401 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 23469 06592 4/15/21 | 0.00 | 261.91 |
| 101000 | 483401 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 23469 06592 4/15/21 | 0.00 | 568.16 |
| TOTAL CHECK | | | | | | | 0.00 | 830.07 |
| 101000 | 483402 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 28441 14078 4/29/21 | 0.00 | 250.92 |
| 101000 | 483402 | 05/06/21 | 21092 | DUKE ENERGY | 4102 | 28441 14078 3/30/21 | 0.00 | 247.14 |
| TOTAL CHECK | | | | | | | 0.00 | 498.06 |
| 101000 | 483403 | 05/06/21 | 21092 | DUKE ENERGY | 2670 | 37194 56357 4/21/21 | 0.00 | 18,882.87 |
| 101000 | 483404 | 05/06/21 | 21092 | DUKE ENERGY | 6102 | 62287 76301 4/15/21 | 0.00 | 4,068.07 |
| 101000 | 483405 | 05/06/21 | 23423 | INTEGRATED REG LAB PATH | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 190.74 |
| 101000 | 483405 | 05/06/21 | 23423 | INTEGRATED REG LAB PATH | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 127.79 |
| 101000 | 483405 | 05/06/21 | 23423 | INTEGRATED REG LAB PATH | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 235.09 |
| 101000 | 483405 | 05/06/21 | 23423 | INTEGRATED REG LAB PATH | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 21.98 |
| 101000 | 483405 | 05/06/21 | 23423 | INTEGRATED REG LAB PATH | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 21.98 |
| TOTAL CHECK | | | | | | | 0.00 | 597.58 |
| 101000 | 483406 | 05/06/21 | 17137 | PHYSICIANS OF CENTRAL FL | 2101A | HOSPITAL BILL 4/22/21 | 0.00 | 45.42 |
| 101000 | 483407 | 05/06/21 | 25840 | RADIOLOGY PHYSICIAN SOLU | 2101A | HOSPITAL BILL 4/22/21 | 0.00 | 79.59 |
| 101000 | 483407 | 05/06/21 | 25840 | RADIOLOGY PHYSICIAN SOLU | 2101A | HOSPITAL BILL 4/22/21 | 0.00 | 22.71 |
| 101000 | 483407 | 05/06/21 | 25840 | RADIOLOGY PHYSICIAN SOLU | 2101A | HOSPITAL BILL 4/16/21 | 0.00 | 132.51 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CHECK | | | | | | | 0.00 | 234.81 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5866-00 4/12/21 | 0.00 | 10.66 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5863-00 4/12/21 | 0.00 | 11.30 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 3200 | 5794-00 4/12/21 | 0.00 | 11.30 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 8300 | 5848-00 4/12/21 | 0.00 | 16.42 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 8300 | 6443-00 4/12/21 | 0.00 | 16.42 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 8300 | 5850-00 4/12/21 | 0.00 | 18.28 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 8300 | 5849-00 4/12/21 | 0.00 | 24.38 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5867-00 4/12/21 | 0.00 | 27.97 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 5746EP | 2056-00 4/19/21 | 0.00 | 27.97 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 5746EP | 2134-00 4/19/21 | 0.00 | 27.97 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6212 | 5756-00 4/12/21 | 0.00 | 53.14 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5874-00 4/12/21 | 0.00 | 83.54 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 2701-00 4/19/21 | 0.00 | 124.84 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5861-00 4/12/21 | 0.00 | 166.14 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6212 | 5755-00 4/12/21 | 0.00 | 176.16 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5858-00 4/12/21 | 0.00 | 177.67 |
| 101000 | 483408 | 05/06/21 | 1628 | ROLLING OAKS UTILITIES | 6102 | 5875-00 4/12/21 | 0.00 | 538.05 |
| TOTAL CHECK | | | | | | | 0.00 | 1,512.21 |
| 101000 | 483409 | 05/06/21 | 6999.3 | VERIZON WIRELESS MESSAGI | 2332-602 | 9876618257 242197354 | 0.00 | 81.56 |
| 101000 | 483410 | 05/06/21 | 23776 | WEST FLORIDA PROFESSIONA | 2101A | HOSPITAL BILL 4/14/21 | 0.00 | 5.43 |
| 101000 | 483411 | 05/06/21 | 3266 | FLORIDA ANIMAL CONTROL A | 5106 | REG BRANDS 5/19-21/21 | 0.00 | 125.00 |
| 101000 | 483412 | 05/06/21 | 3266 | FLORIDA ANIMAL CONTROL A | 5106 | REG LEHR 5/19-21/21 | 0.00 | 125.00 |
| 101000 | 483413 | 05/06/21 | 3266 | FLORIDA ANIMAL CONTROL A | 5106 | REG LOPEZ 5/19-21/21 | 0.00 | 125.00 |
| 101000 | 483414 | 05/06/21 | 3266 | FLORIDA ANIMAL CONTROL A | 5106 | REG SCHNETTLER 5/19-21 | 0.00 | 125.00 |
| 101000 | 483415 | 05/06/21 | 25247 | LEYDA RIVERA | 6212 | PETTY CASH 5/3/21 | 0.00 | 13.00 |
| 101000 | 483415 | 05/06/21 | 25247 | LEYDA RIVERA | 6212 | PETTY CASH 5/3/21 | 0.00 | 322.96 |
| TOTAL CHECK | | | | | | | 0.00 | 335.96 |
| 101000 | 483416 | 05/06/21 | 4360.2 | UNITED STATES TREASURY | 8000 | ACA PCORI FEE | 0.00 | 2,786.38 |
| 101000 | 483417 | 05/06/21 | 4233.2 | SUMTER ELECTRIC COOPERAT | 5373T | 2695215011 Cecil Bradl | 0.00 | 110.85 |
| 101000 | 483418 | 05/06/21 | 21094 | DUKE ENERGY | 5331X | 89631 44030 Shelton | 0.00 | 48.22 |
| 101000 | 483418 | 05/06/21 | 21094 | DUKE ENERGY | 5331X | 89171 02542 Finn | 0.00 | 187.23 |
| TOTAL CHECK | | | | | | | 0.00 | 235.45 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 8423189180 Crystal Rit | 0.00 | 148.18 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 8510134520 Ashley Pate | 0.00 | 500.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 3562821553 Traci Steel | 0.00 | 586.58 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 822790018 Karen MacDon | 0.00 | 1,021.79 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 1414111533 Linda Howel | 0.00 | 182.02 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6315399418 John Davis | 0.00 | 192.38 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6342062431 Yolanda Cov | 0.00 | 200.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6342062431 Yolanda Cov | 0.00 | 229.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 1248572340 Stephanie B | 0.00 | 231.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6364047410 Jennifer O' | 0.00 | 252.61 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6412093475 Melissa Lor | 0.00 | 350.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 822790018 Karen MacDon | 0.00 | 350.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 3562821553 Traci Steel | 0.00 | 350.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 4407616428 Joseph Cagg | 0.00 | 350.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 3006499273 Rene Aquino | 0.00 | 394.63 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6679648532 Roger Smith | 0.00 | 400.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 7474547251 Neal Bloom | 0.00 | 400.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 4336824334 Anthony Ste | 0.00 | 425.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 1024512071 Jason Davis | 0.00 | 425.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6679648532 Roger Smith | 0.00 | 447.74 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 4027260040 Valerie Moo | 0.00 | 450.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 4027260040 Valerie Moo | 0.00 | 125.70 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 1024512071 Jason Davis | 0.00 | 130.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 6412093475 Melissa Lor | 0.00 | 145.00 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 3616064015 Sharlyn Ive | 0.00 | 66.65 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 9620474310 Leanne Smit | 0.00 | 103.74 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 9592729255 Jill Elking | 0.00 | 115.66 |
| 101000 | 483420 | 05/06/21 | 21093 | DUKE ENERGY | 5373T | 4336824334 Anthony Ste | 0.00 | 120.74 |
| TOTAL CHECK | | | | | | | 0.00 | 8,693.42 |
| 101000 | 483421 | 05/06/21 | 4233.4 | SECO | 5331X | 2693315015 Davis | 0.00 | 154.05 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1481146 Samantha Harve | 0.00 | 149.32 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1992899 Katelynn Sault | 0.00 | 450.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2055676 Scott Kuhl | 0.00 | 500.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1107720 Matthew Wilber | 0.00 | 425.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2042943 Joshua Raynes | 0.00 | 442.54 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1116327 Michelle Heinz | 0.00 | 350.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2113126 Debra McCabe | 0.00 | 350.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2103189 Cyria Lewis | 0.00 | 275.00 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1992899 Katelynn Sault | 0.00 | 122.65 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2063037 Alda Demelo | 0.00 | 125.17 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1315867 Rita McCall | 0.00 | 145.65 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1672436 Alicia Cabrera | 0.00 | 132.17 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 2019562 Anita Cunningh | 0.00 | 129.47 |
| 101000 | 483422 | 05/06/21 | 4233.1 | W R E C | 5373T | 1248068 William Giampa | 0.00 | 115.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,711.97 |
| 101000 | 483423 | 05/06/21 | 4233.5 | WREC | 5331X | 1993646 Mayo | 0.00 | 99.44 |
| 101000 | 483424 | 05/06/21 | 14665 | CALIFORNIA STATE DISBURS | 809 | 200000000500981 | 0.00 | 92.30 |
| 101000 | 483425 | 05/06/21 | 3234 | COMMONWEALTH OF MASSACHU | 809 | RIVERA 00.1531.0146 | 0.00 | 132.00 |
| 101000 | 483426 | 05/06/21 | 23266 | KENTUCKY CHILD SUPPORT E | 809 | WILSON #05CI00085 | 0.00 | 149.76 |
| 101000 | 483427 | 05/17/21 | 26497 | CITRUS LEVY MARION REG W | 2100H | CARES FUNDING 5/12/21 | 0.00 | 100,000.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5358WRE | 0082 5/11/21 | 0.00 | 240.00 |

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SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WHM | 0082 5/11/21 | 0.00 | 102.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WPC | 0082 5/11/21 | 0.00 | 190.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WRE | 0082 5/11/21 | 0.00 | 357.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WCP | 0082 5/11/21 | 0.00 | 49.50 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5326ARE | 0082 5/11/21 | 0.00 | 238.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5347AHM | 0082 5/11/21 | 0.00 | 102.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5347APC | 0082 5/11/21 | 0.00 | 57.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5358WRE | 0081 5/4/21 | 0.00 | 240.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WHM | 0081 5/4/21 | 0.00 | 51.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WPC | 0081 5/4/21 | 0.00 | 190.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WRE | 0081 5/4/21 | 0.00 | 314.50 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5345WCP | 0081 5/4/21 | 0.00 | 24.75 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5326ARE | 0081 5/4/21 | 0.00 | 170.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5347AHM | 0081 5/4/21 | 0.00 | 102.00 |
| 101000 | 483428 | 05/20/21 | 25027 | ABILITY CARE SERVICES IN | 5347APC | 0081 5/4/21 | 0.00 | 57.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,484.75 |
| 101000 | 483429 | 05/20/21 | 901479 | ADAMS HOMES OF NW FL INC | 663 | RFND PERMIT 2021-04452 | 0.00 | 1,697.00 |
| 101000 | 483430 | 05/20/21 | 15608 | AFRO-AMERICAN CLUB | 001 | 1004103.037 REFUND | 0.00 | 7.50 |
| 101000 | 483431 | 05/20/21 | 24991 | ALAN FORINO | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 1.29 |
| 101000 | 483431 | 05/20/21 | 24991 | ALAN FORINO | 5345WHD | 4/8-30/21 MILEAGE | 0.00 | 10.41 |
| 101000 | 483431 | 05/20/21 | 24991 | ALAN FORINO | 5348YHD | 4/8-30/21 MILEAGE | 0.00 | 51.00 |
| 101000 | 483431 | 05/20/21 | 24991 | ALAN FORINO | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 24.97 |
| TOTAL CHECK | | | | | | | 0.00 | 87.67 |
| 101000 | 483432 | 05/20/21 | 26490 | ALYSSA BARR | 001 | 1004227.037 REFUND | 0.00 | 50.00 |
| 101000 | 483433 | 05/20/21 | 2029 | AMAZON.COM INC | 2333-603 | 444776853556 4/28/21 | 0.00 | 25.09 |
| 101000 | 483434 | 05/20/21 | 26257 | ANITA R PERRY | 5345WHD | 4/5-12/21 MILEAGE | 0.00 | 9.35 |
| 101000 | 483434 | 05/20/21 | 26257 | ANITA R PERRY | 5348YHD | 4/5-12/21 MILEAGE | 0.00 | 9.34 |
| TOTAL CHECK | | | | | | | 0.00 | 18.69 |
| 101000 | 483435 | 05/20/21 | 24916 | BILL BACHSCHMIDT | 001 | REIMB HANGAR SEC DEP | 0.00 | 2,200.00 |
| 101000 | 483436 | 05/20/21 | 25314 | BRIGET BROTHERS | 5348YHD | 4/5-12/21 MILEAGE | 0.00 | 17.06 |
| 101000 | 483436 | 05/20/21 | 25314 | BRIGET BROTHERS | 5345WHD | 4/5-12/21 MILEAGE | 0.00 | 3.41 |
| TOTAL CHECK | | | | | | | 0.00 | 20.47 |
| 101000 | 483437 | 05/20/21 | 26452 | BRUCE L TOURVILLE | 5348YHD | 4/26/21 MILEAGE | 0.00 | 11.57 |
| 101000 | 483438 | 05/20/21 | 7002 | JAMES BRUNO | 5379X | 4/6-27/21 MILEAGE | 0.00 | 16.32 |
| 101000 | 483439 | 05/20/21 | 23430 | SUE CARSCADDEN | 5379X | 10/20-12/15/20 MILEAGE | 0.00 | 28.80 |
| 101000 | 483439 | 05/20/21 | 23430 | SUE CARSCADDEN | 5379X | 12/17-2/4/21 MILEAGE | 0.00 | 28.80 |
| TOTAL CHECK | | | | | | | 0.00 | 57.60 |
| 101000 | 483440 | 05/20/21 | 10363 | THOMAS CARSCADDEN | 5379X | 7/1-8/21/20 MILEAGE | 0.00 | 28.80 |
| 101000 | 483440 | 05/20/21 | 10363 | THOMAS CARSCADDEN | 5379X | 8/26-10/15/20 MILEAGE | 0.00 | 28.80 |
| 101000 | 483440 | 05/20/21 | 10363 | THOMAS CARSCADDEN | 5379X | 2/9-3/25/21 MILEAGE | 0.00 | 26.88 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CHECK | | | | | | | 0.00 | 84.48 |
| 101000 | 483441 | 05/20/21 | 26492 | CASSANDRA NIMRI | 6212 | LOST BK RFND 5/10/21 | 0.00 | 20.00 |
| 101000 | 483442 | 05/20/21 | 18437 | CENTRAL FLORIDA GAS | 5106 | 0378001-2 4/27/21 | 0.00 | 301.54 |
| 101000 | 483442 | 05/20/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0514663-4 4/28/21 | 0.00 | 38.43 |
| 101000 | 483442 | 05/20/21 | 18437 | CENTRAL FLORIDA GAS | 2670 | 0514657-6 4/28/21 | 0.00 | 40.02 |
| 101000 | 483442 | 05/20/21 | 18437 | CENTRAL FLORIDA GAS | 4150 | 0376702-7 4/28/21 | 0.00 | 182.45 |
| TOTAL CHECK | | | | | | | 0.00 | 562.44 |
| 101000 | 483443 | 05/20/21 | 25067 | CITRUS CO HISTORICAL SOC | 5370AHD | MAY 2021 RENT | 0.00 | 400.00 |
| 101000 | 483443 | 05/20/21 | 25067 | CITRUS CO HISTORICAL SOC | 5348YHD | MAY 2021 RENT | 0.00 | 400.00 |
| 101000 | 483443 | 05/20/21 | 25067 | CITRUS CO HISTORICAL SOC | 5370AHD | JUNE 2021 RENT | 0.00 | 400.00 |
| 101000 | 483443 | 05/20/21 | 25067 | CITRUS CO HISTORICAL SOC | 5348AHD | JUNE 2021 RENT | 0.00 | 400.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,600.00 |
| 101000 | 483444 | 05/20/21 | 24334 | CONNIE SENGER | 5379X | 4/2-30/21 MILEAGE | 0.00 | 46.08 |
| 101000 | 483445 | 05/20/21 | 26157 | DAYNA PETERSON | 5351A | 4/28/21 MILEAGE | 0.00 | 1.42 |
| 101000 | 483445 | 05/20/21 | 26157 | DAYNA PETERSON | 5348YHD | 4/28/21 MILEAGE | 0.00 | 4.28 |
| 101000 | 483445 | 05/20/21 | 26157 | DAYNA PETERSON | 5345WHD | 4/28/21 MILEAGE | 0.00 | 1.42 |
| TOTAL CHECK | | | | | | | 0.00 | 7.12 |
| 101000 | 483446 | 05/20/21 | 20346 | KAMESHWARI DESARAJU | 001 | 1004190.037 REFUND | 0.00 | 300.00 |
| 101000 | 483447 | 05/20/21 | 1621 | DS SERVICES OF AMERICA I | 2322-605 | 16242089 051421 5/14/2 | 0.00 | 206.30 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 49528 54021 5/10/21 | 0.00 | 376.49 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 73183 62361 5/10/21 | 0.00 | 391.83 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 23796 39104 5/10/21 | 0.00 | 591.89 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 40992 09457 5/7/21 | 0.00 | 141.49 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 2101 | 56663 05401 5/10/21 | 0.00 | 199.08 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 2670 | 88619 76023 5/10/21 | 0.00 | 13.35 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 6212 | 17543 25464 5/10/21 | 0.00 | 723.30 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 5746DP | 90913 85553 5/13/21 | 0.00 | 34.00 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 14196 05432 5/12/21 | 0.00 | 15.77 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 27741 30355 5/12/01 | 0.00 | 15.85 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 78831 20195 5/10/21 | 0.00 | 16.01 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 26436 58371 5/10/21 | 0.00 | 16.43 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 07412 32351 5/7/21 | 0.00 | 16.75 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 22183 56080 5/10/21 | 0.00 | 26.82 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 16689 92220 5/7/21 | 0.00 | 30.28 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 62932 28598 5/10/21 | 0.00 | 36.37 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 10411 78180 5/7/21 | 0.00 | 39.83 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 23379 30240 5/10/21 | 0.00 | 40.69 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 85680 36357 5/12/21 | 0.00 | 41.36 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 19941 52510 5/10/21 | 0.00 | 44.25 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 20960 17384 5/7/21 | 0.00 | 44.79 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 8300 | 61122 99088 5/12/21 | 0.00 | 63.99 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 35111 99280 5/12/21 | 0.00 | 66.37 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 21948 15026 5/11/21 | 0.00 | 68.28 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 03770 49253 5/12/21 | 0.00 | 69.38 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 22261 44227 5/7/21 | 0.00 | 82.34 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 45561 74393 5/7/21 | 0.00 | 88.37 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 40993 53469 5/7/21 | 0.00 | 120.15 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 79320 54242 5/10/21 | 0.00 | 34.40 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 96241 07052 5/7/21 | 0.00 | 35.53 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 13078 21522 5/12/21 | 0.00 | 55.33 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 6102 | 83512 18201 4/27/21 | 0.00 | 24.51 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 91603 86353 5/4/21 | 0.00 | 13.97 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 94399 41464 5/5/21 | 0.00 | 30.69 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 05159 11341 5/5/21 | 0.00 | 32.38 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 55746 96562 5/5/21 | 0.00 | 40.59 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 37661 97034 5/5/21 | 0.00 | 41.50 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 32493 84588 5/5/21 | 0.00 | 57.91 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7111 | 42994 72963 5/5/21 | 0.00 | 79.76 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 35668 14205 5/5/21 | 0.00 | 36.25 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 20868 75525 4/30/21 | 0.00 | 11.38 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7111 | 42951 52666 5/5/21 | 0.00 | 105.82 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 72694 92316 5/3/21 | 0.00 | 32.98 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 8300 | 54415 24193 5/3/21 | 0.00 | 38.90 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 14582 21158 5/3/21 | 0.00 | 40.13 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 29071 00521 5/3/21 | 0.00 | 41.51 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 71527 09528 5/3/21 | 0.00 | 41.93 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 19874 00387 5/3/21 | 0.00 | 42.19 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 70215 70424 5/3/21 | 0.00 | 43.79 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 8300 | 80843 34518 5/3/21 | 0.00 | 1,841.43 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 66892 91367 5/3/21 | 0.00 | 60.85 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 5746EP | 05132 06098 5/3/21 | 0.00 | 11.82 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 5746EP | 96661 59369 5/3/21 | 0.00 | 11.82 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 71060 14043 4/30/21 | 0.00 | 81.13 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 93856 97128 5/7/21 | 0.00 | 28.43 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 48260 22435 5/6/21 | 0.00 | 34.63 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 25817 71415 5/6/21 | 0.00 | 34.84 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 52855 17218 5/3/21 | 0.00 | 13.83 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 44865 44070 5/5/21 | 0.00 | 14.15 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 74519 24296 5/3/21 | 0.00 | 14.35 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 89063 24149 5/5/21 | 0.00 | 14.94 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 20637 45275 5/6/21 | 0.00 | 15.64 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7118 | 83583 18651 5/6/21 | 0.00 | 581.07 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7110 | 04843 27406 5/6/21 | 0.00 | 1,821.98 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 38979 16472 4/30/21 | 0.00 | 11.51 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7201 | 12559 84109 5/3/21 | 0.00 | 12.54 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 6212 | 28396 08385 5/10/21 | 0.00 | 1,321.84 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 7103 | 60221 28898 4/27/21 | 0.00 | 195.67 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 2670 | 79592 13512 4/27/21 | 0.00 | 196.25 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 05483 66525 4/27/21 | 0.00 | 317.75 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 57601 29016 4/27/21 | 0.00 | 60.07 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 75950 80360 4/27/21 | 0.00 | 492.47 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 3200 | 53922 75512 4/27/21 | 0.00 | 563.57 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 6212 | 79266 92281 4/27/21 | 0.00 | 1,949.98 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 63844 40177 5/3/21 | 0.00 | 15.64 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 48148 78445 5/3/21 | 0.00 | 15.85 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 29261 22501 5/3/21 | 0.00 | 18.92 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 88307 59181 5/3/21 | 0.00 | 18.92 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 86291 33293 5/3/21 | 0.00 | 21.09 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 35598 36522 5/3/21 | 0.00 | 22.52 |
| 101000 | 483451 | 05/20/21 | 21092 | DUKE ENERGY | 4102 | 86453 72030 5/3/21 | 0.00 | 24.61 |
| TOTAL CHECK | | | | | | | 0.00 | 14,137.07 |
| 101000 | 483452 | 05/20/21 | 0688 | FEDERAL EXPRESS CORPORA | 4102 | 7-352-93197 4/27/21 | 0.00 | 47.12 |
| 101000 | 483452 | 05/20/21 | 0688 | FEDERAL EXPRESS CORPORA | 9000 | 7-359-83441 5/4/21 | 0.00 | 30.86 |
| 101000 | 483452 | 05/20/21 | 0688 | FEDERAL EXPRESS CORPORA | 9000 | 7-367-90661 5/11/21 | 0.00 | 28.53 |
| 101000 | 483452 | 05/20/21 | 0688 | FEDERAL EXPRESS CORPORA | 6304 | 7-367-43702 5/11/21 | 0.00 | 7.15 |
| TOTAL CHECK | | | | | | | 0.00 | 113.66 |
| 101000 | 483453 | 05/20/21 | 0713 | FLORAL CITY WATER ASSOC | 6102 | 0899-00 5/10/21 | 0.00 | 4.00 |
| 101000 | 483453 | 05/20/21 | 0713 | FLORAL CITY WATER ASSOC | 6102 | 0957-00 5/10/21 | 0.00 | 48.00 |
| 101000 | 483453 | 05/20/21 | 0713 | FLORAL CITY WATER ASSOC | 6102 | 2307-00 5/10/21 | 0.00 | 48.00 |
| 101000 | 483453 | 05/20/21 | 0713 | FLORAL CITY WATER ASSOC | 3200 | 0856-00 5/10/21 | 0.00 | 70.00 |
| 101000 | 483453 | 05/20/21 | 0713 | FLORAL CITY WATER ASSOC | 6212 | 0043-00 5/10/21 | 0.00 | 48.00 |
| TOTAL CHECK | | | | | | | 0.00 | 218.00 |
| 101000 | 483454 | 05/20/21 | 15338 | FLORIDA CLINICAL PRACTIC | 3340 | 043021-04 4/30/21 | 0.00 | 4,500.00 |
| 101000 | 483454 | 05/20/21 | 15338 | FLORIDA CLINICAL PRACTIC | 3340 | 050621-21 5/6/21 | 0.00 | 5,700.00 |
| TOTAL CHECK | | | | | | | 0.00 | 10,200.00 |
| 101000 | 483455 | 05/20/21 | 26227 | GARY W GOOD | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 8.34 |
| 101000 | 483455 | 05/20/21 | 26227 | GARY W GOOD | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 28.15 |
| TOTAL CHECK | | | | | | | 0.00 | 36.49 |
| 101000 | 483456 | 05/20/21 | 24957 | GAS SOUTH LLC | 6102 | 7716833824 5/3/21 | 0.00 | 44.91 |
| 101000 | 483457 | 05/20/21 | 25316 | GEORGIA STEWART | 5348YHD | 4/9-30/21 MILEAGE | 0.00 | 13.35 |
| 101000 | 483457 | 05/20/21 | 25316 | GEORGIA STEWART | 5345WHD | 4/9-30/21 MILEAGE | 0.00 | 13.35 |
| TOTAL CHECK | | | | | | | 0.00 | 26.70 |
| 101000 | 483458 | 05/20/21 | 24861 | GREG NIXON | 5351A | 4/5-26/21 MILEAGE | 0.00 | 13.88 |
| 101000 | 483458 | 05/20/21 | 24861 | GREG NIXON | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 55.54 |
| TOTAL CHECK | | | | | | | 0.00 | 69.42 |
| 101000 | 483459 | 05/20/21 | 26500 | HE SMITH COMPANY INC | 466 | RFND PERMIT 2021-06473 | 0.00 | 2.00 |
| 101000 | 483459 | 05/20/21 | 26500 | HE SMITH COMPANY INC | 466 | RFND PERMIT 2021-06473 | 0.00 | 2.00 |
| 101000 | 483459 | 05/20/21 | 26500 | HE SMITH COMPANY INC | 466 | RFND PERMIT 2021-06473 | 0.00 | 50.00 |
| TOTAL CHECK | | | | | | | 0.00 | 54.00 |
| 101000 | 483460 | 05/20/21 | 24250 | REGINA HENSKE | 5379X | 3/1-4/4/21 MILEAGE | 0.00 | 12.00 |
| 101000 | 483460 | 05/20/21 | 24250 | REGINA HENSKE | 5379X | 4/7-28/21 MILEAGE | 0.00 | 5.60 |
| TOTAL CHECK | | | | | | | 0.00 | 17.60 |
| 101000 | 483461 | 05/20/21 | 0972 | HOOPER FUNERAL HOME INC | 5350 | KELLY 3/11/21 | 0.00 | 500.00 |
| 101000 | 483462 | 05/20/21 | 24904 | JAMES CODLING | 5348YHD | 4/5-19/21 MILEAGE | 0.00 | 18.25 |
| 101000 | 483463 | 05/20/21 | 26282 | JANIS BOYD | 5348YHD | 5/3/21 MILEAGE | 0.00 | 8.90 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483464 | 05/20/21 | 26201 | JEFFERY COENEN | 5348YHD | 4/21-22/21 MILEAGE | 0.00 | 19.58 |
| 101000 | 483465 | 05/20/21 | 25311 | KAREN LANDIN | 5345WHD | 4/7-21/21 MILEAGE | 0.00 | 10.02 |
| 101000 | 483465 | 05/20/21 | 25311 | KAREN LANDIN | 5348YHD | 4/7-21/21 MILEAGE | 0.00 | 10.01 |
| TOTAL CHECK | | | | | | | 0.00 | 20.03 |
| 101000 | 483466 | 05/20/21 | 26494 | KELLY ELLIS | 6212 | LOST BK RFND 5/11/21 | 0.00 | 20.00 |
| 101000 | 483467 | 05/20/21 | 25282 | LARRY & JULIE STREIT | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 13.35 |
| 101000 | 483467 | 05/20/21 | 25282 | LARRY & JULIE STREIT | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 13.35 |
| TOTAL CHECK | | | | | | | 0.00 | 26.70 |
| 101000 | 483468 | 05/20/21 | 23304 | LYDIA LEPINNET | 5345WHD | 1/8-4/23/21 MILEAGE | 0.00 | 8.86 |
| 101000 | 483468 | 05/20/21 | 23304 | LYDIA LEPINNET | 5348YHD | 1/8-4/23/21 MILEAGE | 0.00 | 42.73 |
| 101000 | 483468 | 05/20/21 | 23304 | LYDIA LEPINNET | 5351A | 1/8-4/23/21 MILEAGE | 0.00 | 7.60 |
| TOTAL CHECK | | | | | | | 0.00 | 59.19 |
| 101000 | 483469 | 05/20/21 | 7657 | BETTY LEWIS | 5379X | 4/2-30/21 MILEAGE | 0.00 | 27.36 |
| 101000 | 483470 | 05/20/21 | 18911 | RELX INC | 5703-603 | 3093246244 4/30/21 | 0.00 | 321.40 |
| 101000 | 483471 | 05/20/21 | 25907 | LINDA & BILL FICK | 5351A | 4/5-26/21 MILEAGE | 0.00 | 6.10 |
| 101000 | 483471 | 05/20/21 | 25907 | LINDA & BILL FICK | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 36.62 |
| TOTAL CHECK | | | | | | | 0.00 | 42.72 |
| 101000 | 483472 | 05/20/21 | 24841 | LISA BAKER | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 12.49 |
| 101000 | 483472 | 05/20/21 | 24841 | LISA BAKER | 5351A | 4/5-26/21 MILEAGE | 0.00 | 11.10 |
| TOTAL CHECK | | | | | | | 0.00 | 23.59 |
| 101000 | 483473 | 05/20/21 | 26499 | MARTIN VANBUREN VANNESS | 154 | FIRE RFND AK 2673133 | 0.00 | 3.91 |
| 101000 | 483474 | 05/20/21 | 24903 | MAX RUSSELL | 5345WHD | 4/6-27/21 MILEAGE | 0.00 | 7.30 |
| 101000 | 483474 | 05/20/21 | 24903 | MAX RUSSELL | 5348YHD | 4/6-27/21 MILEAGE | 0.00 | 48.33 |
| TOTAL CHECK | | | | | | | 0.00 | 55.63 |
| 101000 | 483475 | 05/20/21 | 26489 | MELANESIA THOMAS | 001 | 1004246.037 REFUND | 0.00 | 50.00 |
| 101000 | 483476 | 05/20/21 | 26292 | MICHAEL W O'GRADY | 5345WHD | 3/3-4/16/21 MILEAGE | 0.00 | 1.65 |
| 101000 | 483476 | 05/20/21 | 26292 | MICHAEL W O'GRADY | 5351A | 3/3-4/16/21 MILEAGE | 0.00 | 0.83 |
| 101000 | 483476 | 05/20/21 | 26292 | MICHAEL W O'GRADY | 5348YHD | 3/3-4/16/21 MILEAGE | 0.00 | 26.45 |
| TOTAL CHECK | | | | | | | 0.00 | 28.93 |
| 101000 | 483477 | 05/20/21 | 25286 | MICHELLE VERNAZZARO | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 64.53 |
| 101000 | 483478 | 05/20/21 | 23960 | WILLIAM MILLER | 5348YHD | 4/19/21 MILEAGE | 0.00 | 11.13 |
| 101000 | 483479 | 05/20/21 | 23594 | OLGA MOORE | 5348YHD | 4/26/21 MILEAGE | 0.00 | 13.35 |
| 101000 | 483480 | 05/20/21 | 23757 | NATURE COAST INTERGROUP | 001 | 1004059.037 REFUND | 0.00 | 50.00 |
| 101000 | 483480 | 05/20/21 | 23757 | NATURE COAST INTERGROUP | 001 | 1004059.037 REFUND | 0.00 | 100.00 |
| TOTAL CHECK | | | | | | | 0.00 | 150.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483481 | 05/20/21 | 23806 | OLD HAY BARN LLC | 5106 | 22707 5/10/21 | 0.00 | 80.00 |
| 101000 | 483482 | 05/20/21 | 20563 | ANNA OLIVERO | 001 | 1004234.037 REFUND | 0.00 | 300.00 |
| 101000 | 483483 | 05/20/21 | 25931 | PATRICIA BETTENS | 5345WHD | 4/6-27/21 MILEAGE | 0.00 | 14.24 |
| 101000 | 483483 | 05/20/21 | 25931 | PATRICIA BETTENS | 5348YHD | 4/6-27/21 MILEAGE | 0.00 | 14.24 |
| TOTAL CHECK | | | | | | | 0.00 | 28.48 |
| 101000 | 483484 | 05/20/21 | 24566 | PATRICIA SWARTOUT | 5379X | 4/5-24/21 MILEAGE | 0.00 | 21.12 |
| 101000 | 483485 | 05/20/21 | 24574 | PATRICIA WAUGH | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 31.15 |
| 101000 | 483485 | 05/20/21 | 24574 | PATRICIA WAUGH | 5351A | 4/5-26/21 MILEAGE | 0.00 | 4.45 |
| TOTAL CHECK | | | | | | | 0.00 | 35.60 |
| 101000 | 483486 | 05/20/21 | 21312 | EDNA PIRMANN | 5348YHD | 4/30/21 MILEAGE | 0.00 | 9.35 |
| 101000 | 483487 | 05/20/21 | 25312 | RICHARD LEWIS | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 76.54 |
| 101000 | 483488 | 05/20/21 | 25298 | RITA SILVERS | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 27.86 |
| 101000 | 483488 | 05/20/21 | 25298 | RITA SILVERS | 5351A | 4/5-26/21 MILEAGE | 0.00 | 6.19 |
| 101000 | 483488 | 05/20/21 | 25298 | RITA SILVERS | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 1.55 |
| TOTAL CHECK | | | | | | | 0.00 | 35.60 |
| 101000 | 483489 | 05/20/21 | 25995 | ROBIN QUINN | 5345WHD | 4/6-27/21 MILEAGE | 0.00 | 5.90 |
| 101000 | 483489 | 05/20/21 | 25995 | ROBIN QUINN | 5348YHD | 4/6-27/21 MILEAGE | 0.00 | 16.24 |
| 101000 | 483489 | 05/20/21 | 25995 | ROBIN QUINN | 5351A | 4/6-27/21 MILEAGE | 0.00 | 5.90 |
| TOTAL CHECK | | | | | | | 0.00 | 28.04 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WPC | 0017 5/3/21 | 0.00 | 42.00 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5358WRE | 0018 5/10/21 | 0.00 | 299.25 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5358WRE | 0016 5/3/21 | 0.00 | 383.25 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WPC | 0018 5/10/21 | 0.00 | 241.50 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WPC | 0016 5/3/21 | 0.00 | 252.00 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WRE | 0018 5/10/21 | 0.00 | 168.00 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WRE | 0016 5/3/21 | 0.00 | 194.25 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5390W | 0018 5/10/21 | 0.00 | 36.75 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WCP | 0016 5/3/21 | 0.00 | 94.50 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WCP | 0018 5/10/21 | 0.00 | 105.00 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WHM | 0018 5/10/21 | 0.00 | 189.00 |
| 101000 | 483490 | 05/20/21 | 24357 | SCHARFELD CARE SOLUTIONS | 5345WHM | 0016 5/3/21 | 0.00 | 210.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,215.50 |
| 101000 | 483491 | 05/20/21 | 24222 | SERVERSUPPLY.COM INC | 5703-602 | 3751411 4/19/21 | 0.00 | 558.60 |
| 101000 | 483492 | 05/20/21 | 24891 | SHERRY YOUNGER | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 4.32 |
| 101000 | 483492 | 05/20/21 | 24891 | SHERRY YOUNGER | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 31.28 |
| TOTAL CHECK | | | | | | | 0.00 | 35.60 |
| 101000 | 483493 | 05/20/21 | 26495 | SPERRY SOFTWARE INC | 5703-602 | 20212747 4/29/21 | 0.00 | 164.72 |
| 101000 | 483494 | 05/20/21 | 13087 | STATE ATTORNEY'S OFFICE | 5703-602 | SMARSH INV00649583 | 0.00 | 53.70 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483495 | 05/20/21 | 26229 | SUSAN L CARPENTER | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 26.70 |
| 101000 | 483496 | 05/20/21 | 23408 | MARYANN TAUHERT | 5379X | 4/6-27/21 MILEAGE | 0.00 | 11.52 |
| 101000 | 483497 | 05/20/21 | 26148 | THE ERIC RYAN CORPORATIO | 2101 | 134131 5/15/21 | 0.00 | 31.26 |
| 101000 | 483498 | 05/20/21 | 26498 | TRUSTEES FOR THE COMMUNI | 154 | FIRE ASMT AK 1856272 | 0.00 | 4.07 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777649 4/29/21 | 0.00 | 655.07 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777630 4/29/21 | 0.00 | 240.42 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777533 4/29/21 | 0.00 | 62.63 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777601 4/29/21 | 0.00 | 35.36 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777657 4/29/21 | 0.00 | 62.39 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777653 4/29/21 | 0.00 | 44.43 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 6102 | 1777723 4/29/21 | 0.00 | 28.19 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777688 5/14/21 | 0.00 | 61.26 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2135642 5/13/21 | 0.00 | 35.28 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 7104 | 1777557 5/11/21 | 0.00 | 128.92 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777689 5/13/21 | 0.00 | 36.10 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2135643 5/13/21 | 0.00 | 35.04 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1035419 4/28/21 | 0.00 | 8,431.31 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 7112 | 1777586 5/4/21 | 0.00 | 3,851.91 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 3200 | 1777659 5/4/21 | 0.00 | 46.99 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777639 4/29/21 | 0.00 | 72.53 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777660 4/29/21 | 0.00 | 683.73 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777637 4/29/21 | 0.00 | 36.27 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777647 4/29/21 | 0.00 | 54.60 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777662 4/29/21 | 0.00 | 44.49 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777570 4/29/21 | 0.00 | 46.71 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777582 4/29/21 | 0.00 | 48.93 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777604 4/29/21 | 0.00 | 495.82 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777581 4/29/21 | 0.00 | 48.44 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777578 4/29/21 | 0.00 | 66.94 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777615 4/29/21 | 0.00 | 46.54 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 2670 | 1777543 4/29/21 | 0.00 | 692.83 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777636 4/29/21 | 0.00 | 87.33 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777622 4/29/21 | 0.00 | 48.03 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777587 4/29/21 | 0.00 | 36.18 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777523 4/29/21 | 0.00 | 36.76 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777661 4/29/21 | 0.00 | 437.60 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777700 4/29/21 | 0.00 | 357.61 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777656 4/29/21 | 0.00 | 38.08 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777704 4/29/21 | 0.00 | 38.25 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777638 4/29/21 | 0.00 | 490.48 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777705 4/29/21 | 0.00 | 35.04 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777642 4/29/21 | 0.00 | 115.37 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777706 4/29/21 | 0.00 | 123.42 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777618 4/29/21 | 0.00 | 196.85 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777709 4/29/21 | 0.00 | 441.06 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777560 4/29/21 | 0.00 | 1,910.96 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777714 4/29/21 | 0.00 | 46.95 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777571 4/29/21 | 0.00 | 50.08 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777640 4/29/21 | 0.00 | 40.54 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777722 4/29/21 | 0.00 | 69.73 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777558 4/29/21 | 0.00 | 1,120.19 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777588 4/29/21 | 0.00 | 430.21 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777589 4/29/21 | 0.00 | 36.68 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777606 4/29/21 | 0.00 | 36.10 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777607 4/29/21 | 0.00 | 46.21 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777620 4/29/21 | 0.00 | 49.92 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777576 4/29/21 | 0.00 | 160.51 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777574 4/29/21 | 0.00 | 199.65 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777575 4/29/21 | 0.00 | 290.10 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777619 4/29/21 | 0.00 | 39.39 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777584 4/29/21 | 0.00 | 37.41 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777579 4/29/21 | 0.00 | 259.34 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777580 4/29/21 | 0.00 | 51.98 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777603 4/29/21 | 0.00 | 159.20 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 1777644 4/29/21 | 0.00 | 46.21 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 7116 | 1777602 5/10/21 | 0.00 | 78.78 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4102 | 1777686 5/10/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 3200 | 1777687 5/10/21 | 0.00 | 264.43 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4150 | 1777583 4/29/21 | 0.00 | 248.24 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 4150 | 1777569 4/29/21 | 0.00 | 757.90 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143275 4/29/21 | 0.00 | 35.61 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143281 4/29/21 | 0.00 | 35.69 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143279 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143264 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143271 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143270 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143268 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143273 4/29/21 | 0.00 | 35.77 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143272 4/29/21 | 0.00 | 35.86 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143276 4/29/21 | 0.00 | 35.86 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143266 4/29/21 | 0.00 | 36.02 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143278 4/29/21 | 0.00 | 36.02 |
| 101000 | 483500 | 05/20/21 | 2031 | W R E C | 9000 | 2143274 4/29/21 | 0.00 | 36.10 |
| TOTAL CHECK | | | | | | | 0.00 | 25,507.45 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5345W | 2341394 5/4/21 | 0.00 | 45.25 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5750 | 2341394 5/4/21 | 0.00 | 45.25 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5421V | 2341394 5/4/21 | 0.00 | 45.25 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5413W | 2341394 5/4/21 | 0.00 | 30.16 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5858A | 2341394 5/4/21 | 0.00 | 26.47 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 5858AU | 2341394 5/4/21 | 0.00 | 33.87 |
| 101000 | 483501 | 05/20/21 | 4625 | FLORIDA DEPT OF LAW ENFO | 6302 | 2341394 5/4/21 | 0.00 | 45.25 |
| TOTAL CHECK | | | | | | | 0.00 | 271.50 |
| 101000 | 483502 | 05/20/21 | 4125 | BRIGHT HOUSE NETWORKS | 5703-603 | 0050505835-02 4/23/21 | 0.00 | 489.08 |
| 101000 | 483502 | 05/20/21 | 4125 | BRIGHT HOUSE NETWORKS | 5703-602 | 0050505835-02 4/23/21 | 0.00 | 489.08 |
| TOTAL CHECK | | | | | | | 0.00 | 978.16 |
| 101000 | 483503 | 05/20/21 | 4125 | BRIGHT HOUSE NETWORKS | 2122 | 0050653741-01 4/28/21 | 0.00 | 139.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483504 | 05/20/21 | 17174 | CENTURYLINK | 2332-602 | 311818766 4/25/21 | 0.00 | 52.59 |
| 101000 | 483505 | 05/20/21 | 17174 | CENTURYLINK | 2122 | 320345045 4/9/21 | 0.00 | 89.27 |
| 101000 | 483506 | 05/20/21 | 22344 | CITRUS MEMORIAL HOSPITAL | 2101A | HOSPITAL BILL 5/6/21 | 0.00 | 5,793.06 |
| 101000 | 483506 | 05/20/21 | 22344 | CITRUS MEMORIAL HOSPITAL | 2101A | HOSPITAL BILL 5/6/21 | 0.00 | 5,793.71 |
| 101000 | 483506 | 05/20/21 | 22344 | CITRUS MEMORIAL HOSPITAL | 2101A | HOSPITAL BILL 5/6/21 | 0.00 | 9,426.97 |
| 101000 | 483506 | 05/20/21 | 22344 | CITRUS MEMORIAL HOSPITAL | 2101A | HOSPITAL BILL 5/6/21 | 0.00 | 21,457.21 |
| TOTAL CHECK | | | | | | | 0.00 | 42,470.95 |
| 101000 | 483507 | 05/20/21 | 21092 | DUKE ENERGY | 9000 | 44663 99113 5/4/21 | 0.00 | 48,823.43 |
| 101000 | 483508 | 05/20/21 | 5233 | FLORIDA DEPT OF FINANCIA | 8100 | 20Q3S1295521511 6/30/2 | 0.00 | 2,034.36 |
| 101000 | 483509 | 05/20/21 | 20307 | LIFE INSURANCE CO OF NOR | 8000 | 15523_050121 5/31/21 | 0.00 | 11,639.54 |
| 101000 | 483509 | 05/20/21 | 20307 | LIFE INSURANCE CO OF NOR | 8000 | 15523_050121 5/31/21 | 0.00 | 10,025.26 |
| TOTAL CHECK | | | | | | | 0.00 | 21,664.80 |
| 101000 | 483510 | 05/20/21 | 21694 | MARION COUNTY BOCC | 5703-602 | 003 1033 022993501 4/2 | 0.00 | 83.88 |
| 101000 | 483510 | 05/20/21 | 21694 | MARION COUNTY BOCC | 5703-603 | 003 1033 022993501 4/2 | 0.00 | 83.87 |
| TOTAL CHECK | | | | | | | 0.00 | 167.75 |
| 101000 | 483511 | 05/20/21 | 1783 | SOUTH DUNNELLON WATER AS | 6102 | 138 4/23/21 | 0.00 | 41.50 |
| 101000 | 483512 | 05/20/21 | 12887 | SOUTHERN SUN TITLE CO | 740 | 1360391 OVERPAYMENT | 0.00 | 22.77 |
| 101000 | 483513 | 05/20/21 | 6999.3 | VERIZON WIRELESS MESSAGI | 9000 | 9878322570 623093061 | 0.00 | 2,417.60 |
| 101000 | 483514 | 05/20/21 | 6999.3 | VERIZON WIRELESS MESSAGI | 5799 | 9878354289 821883073 | 0.00 | 51.57 |
| 101000 | 483515 | 05/20/21 | 6999.3 | VERIZON WIRELESS MESSAGI | 5799 | 9878360189 842194466 | 0.00 | 36.07 |
| 101000 | 483516 | 05/20/21 | 6999.3 | VERIZON WIRELESS MESSAGI | 5703-602 | 9878754268 242197354 | 0.00 | 81.56 |
| 101000 | 483517 | 05/20/21 | 9011 | FLORIDA SUPERVISORS OF E | 2440 | REG HALE 6/15/21 | 0.00 | 25.00 |
| 101000 | 483518 | 05/20/21 | 9011 | FLORIDA SUPERVISORS OF E | 2440 | REG GAULE 6/15-17/21 | 0.00 | 25.00 |
| 101000 | 483519 | 05/20/21 | 9011 | FLORIDA SUPERVISORS OF E | 2440 | REG WIMS 6/15-17/21 | 0.00 | 25.00 |
| 101000 | 483520 | 05/20/21 | 4233.2 | SUMTER ELECTRIC COOPERAT | 5373T | 2667467222 Felica Gros | 0.00 | 56.90 |
| 101000 | 483520 | 05/20/21 | 4233.2 | SUMTER ELECTRIC COOPERAT | 5373T | 2705270024 Diane Lloyd | 0.00 | 450.00 |
| 101000 | 483520 | 05/20/21 | 4233.2 | SUMTER ELECTRIC COOPERAT | 5373T | 2695215011 Cecil Bradl | 0.00 | 130.27 |
| TOTAL CHECK | | | | | | | 0.00 | 637.17 |
| 101000 | 483521 | 05/20/21 | 21094 | DUKE ENERGY | 5331X | 17767 55091 Abrue | 0.00 | 166.71 |
| 101000 | 483521 | 05/20/21 | 21094 | DUKE ENERGY | 5331X | 00549 04022 Ritchie | 0.00 | 457.05 |
| TOTAL CHECK | | | | | | | 0.00 | 623.76 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 6238167118 Charles Nus | 0.00 | 305.95 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 6238167118 Charles Nus | 0.00 | 325.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8858365187 Cynthia McM | 0.00 | 136.70 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 6020389017 Joanna Gawl | 0.00 | 150.63 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 2921625445 Valencia At | 0.00 | 161.07 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 7437143413 Rachel Moor | 0.00 | 163.09 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 7983173483 Janice Tyso | 0.00 | 450.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5299660491 Angel Banks | 0.00 | 450.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5072428379 Danielle Ho | 0.00 | 536.77 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8297945350 Adrian Walt | 0.00 | 646.70 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 1543471193 Justin Grov | 0.00 | 810.84 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 4350832016 Edward Isam | 0.00 | 1,134.56 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 9982592397 Ashley Lee | 0.00 | 1,177.71 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 7983173483 Janice Tyso | 0.00 | 1,724.96 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 75527543 William McEwe | 0.00 | 2,000.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 7439473585 Barbara Gra | 0.00 | 180.25 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8642389122 Doreen Fedo | 0.00 | 196.83 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8194673560 Donald Cupp | 0.00 | 211.78 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 390984031 Lisa Cruz | 0.00 | 231.52 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5349219419 Marshall Wi | 0.00 | 250.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5349219419 Marshall Wi | 0.00 | 256.44 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 2763861269 Jennie Ingr | 0.00 | 300.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 2200652519 Prayah Lebr | 0.00 | 348.79 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 4075329176 Samantha Hu | 0.00 | 350.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 9982592397 Ashley Lee | 0.00 | 350.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8297945350 Adrian Walt | 0.00 | 350.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 7439473585 Barbara Gra | 0.00 | 350.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5299660491 Angel Banks | 0.00 | 398.90 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 2763861269 Jennie Ingr | 0.00 | 403.11 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 2921625445 Valencia At | 0.00 | 425.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 8441340038 Michelle He | 0.00 | 88.12 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 75527543 William McEwe | 0.00 | 91.18 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 5327679411 Rebecca Pot | 0.00 | 95.00 |
| 101000 | 483523 | 05/20/21 | 21093 | DUKE ENERGY | 5373T | 9834237481 Faith Allen | 0.00 | 56.86 |
| TOTAL CHECK | | | | | | | 0.00 | 15,107.76 |
| 101000 | 483524 | 05/20/21 | 4233.4 | SECO | 5331X | 2710083729 Andersson | 0.00 | 81.48 |
| 101000 | 483524 | 05/20/21 | 4233.4 | SECO | 5331X | 2667431010 Boose | 0.00 | 279.33 |
| TOTAL CHECK | | | | | | | 0.00 | 360.81 |
| 101000 | 483525 | 05/20/21 | 4233.1 | W R E C | 5373T | 2166870 Jennie Martin | 0.00 | 345.00 |
| 101000 | 483525 | 05/20/21 | 4233.1 | W R E C | 5373T | 2022682 Lolita Galarza | 0.00 | 166.96 |
| 101000 | 483525 | 05/20/21 | 4233.1 | W R E C | 5373T | 2043352 Richard Kraeme | 0.00 | 300.00 |
| 101000 | 483525 | 05/20/21 | 4233.1 | W R E C | 5373T | 1993190 Dawn Allen | 0.00 | 120.35 |
| 101000 | 483525 | 05/20/21 | 4233.1 | W R E C | 5373T | 1997838 Kimberly Trott | 0.00 | 89.28 |
| TOTAL CHECK | | | | | | | 0.00 | 1,021.59 |
| 101000 | 483526 | 05/20/21 | 14665 | CALIFORNIA STATE DISBURS | 809 | 200000000500981 | 0.00 | 92.30 |
| 101000 | 483527 | 05/20/21 | 3234 | COMMONWEALTH OF MASSACHU | 809 | RIVERA 00.1531.0146 | 0.00 | 132.00 |
| 101000 | 483528 | 05/20/21 | 23266 | KENTUCKY CHILD SUPPORT E | 809 | WILSON #05CI00085 | 0.00 | 149.76 |
| 101000 | 483529 | 05/28/21 | 9345 | ALEXANDER REAL ESTATE, I | 5366Y | Acord Jun 21 | 0.00 | 246.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483530 | 05/28/21 | 24148 | KATIRIA ENIZ AVILA | 5366Y | Rodriguez Jun 21 | 0.00 | 700.00 |
| 101000 | 483531 | 05/28/21 | 24454 | BRENTWOOD MEADOW HEALTH | 5366Y | Cosgren Jun 21 | 0.00 | 106.00 |
| 101000 | 483532 | 05/28/21 | 7351 | CASTRO REALTY AND PROPER | 5366Y | Hyde Jun 21 | 0.00 | 909.00 |
| 101000 | 483532 | 05/28/21 | 7351 | CASTRO REALTY AND PROPER | 5366Y | Orr Jun 21 | 0.00 | 1,097.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,006.00 |
| 101000 | 483533 | 05/28/21 | 20147 | CATHERINE COACHMAN | 5366Y | Kelly Jun 21 | 0.00 | 470.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Winburn Jun 21 | 0.00 | 438.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Windhorst Jun 21 | 0.00 | 382.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Tejada Jun 21 | 0.00 | 518.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Valles Jun 21 | 0.00 | 495.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Grant Jun 21 | 0.00 | 501.00 |
| 101000 | 483534 | 05/28/21 | 25290 | COLONNADE PARK LTD | 5366Y | Gomillion Jun 21 | 0.00 | 504.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,838.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Maasch Jun 21 | 0.00 | 393.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Eastman Jun 21 | 0.00 | 427.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Lowry Jr. Jun 21 | 0.00 | 446.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Vorontsova Jun 21 | 0.00 | 449.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Genkin Jun 21 | 0.00 | 452.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Nenninger Jun 21 | 0.00 | 464.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5399N | Wood Jun 21 | 0.00 | 483.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Bell Jun 21 | 0.00 | 576.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Genkin Jun 21 | 0.00 | 591.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Jaeger Jun 21 | 0.00 | 143.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Moody Jun 21 | 0.00 | 266.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Scheide Jun 21 | 0.00 | 280.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Harp Jun 21 | 0.00 | 304.00 |
| 101000 | 483535 | 05/28/21 | 6442 | CREATIVE CHOICE HOMES XX | 5366Y | Hilson Jun 21 | 0.00 | 343.00 |
| TOTAL CHECK | | | | | | | 0.00 | 5,617.00 |
| 101000 | 483536 | 05/28/21 | 9210 | CRYSTAL RIVER APARTMENTS | 5366Y | Jenkins Jun 21 | 0.00 | 274.00 |
| 101000 | 483536 | 05/28/21 | 9210 | CRYSTAL RIVER APARTMENTS | 5366Y | Sternal Jun 21 | 0.00 | 287.00 |
| 101000 | 483536 | 05/28/21 | 9210 | CRYSTAL RIVER APARTMENTS | 5399N | Turner Jun 21 | 0.00 | 166.00 |
| TOTAL CHECK | | | | | | | 0.00 | 727.00 |
| 101000 | 483537 | 05/28/21 | 21394 | JEFF CUNNINGHAM | 5366Y | Recchio Jun 21 | 0.00 | 800.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5399N | 07144 31508 Taylor | 0.00 | 185.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 9585445011 Heib | 0.00 | 131.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 12100 05147 Leonard | 0.00 | 75.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 57059 80011 Washington | 0.00 | 81.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 39460 27428 Thomas-Duk | 0.00 | 105.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 88835 84485 Cripps | 0.00 | 28.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 40753 29176 Hudson | 0.00 | 34.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 88995 04313 Lozada2 | 0.00 | 55.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 8957454552 Sweredoski | 0.00 | 61.00 |
| 101000 | 483538 | 05/28/21 | 21092 | DUKE ENERGY | 5366Y | 6444584058 Moore | 0.00 | 72.00 |
| TOTAL CHECK | | | | | | | 0.00 | 827.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | 483539 | 05/28/21 | 6516 | FLORAL OAKS APARTMENTS L | 5366Y | Greer Jun 21 | 0.00 | 313.00 |
| 101000 | 483539 | 05/28/21 | 6516 | FLORAL OAKS APARTMENTS L | 5366Y | Vando Jun 21 | 0.00 | 455.00 |
| TOTAL CHECK | | | | | | | 0.00 | 768.00 |
| 101000 | 483540 | 05/28/21 | 4119 | GIOVANNA ABBINANTI | 5399N | Sturgell Jun 21 | 0.00 | 452.00 |
| 101000 | 483541 | 05/28/21 | 21797 | HOME BUYER'S FRIEND INC | 5366Y | Knight Jun 21 | 0.00 | 475.00 |
| 101000 | 483542 | 05/28/21 | 21515 | HOMOSASSA LTD | 5366Y | Overbay Jun 21 | 0.00 | 215.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Perkins Jun 21 | 0.00 | 190.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Heib Jun 21 | 0.00 | 1,150.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Schoefer Jun 21 | 0.00 | 664.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Rowe Jun 21 | 0.00 | 469.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Hoover Jun 21 | 0.00 | 440.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Tarver Jun 21 | 0.00 | 427.00 |
| 101000 | 483543 | 05/28/21 | 23882 | THE HOLLOWAY GROUP PA | 5366Y | Christenbery Jun 21 | 0.00 | 502.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,842.00 |
| 101000 | 483544 | 05/28/21 | 20157 | CONNIE LEWIS | 5366Y | Rushing Jun 21 | 0.00 | 641.00 |
| 101000 | 483545 | 05/28/21 | 22538 | LUIS LEIVA | 5366Y | Lozada Jun 21 | 0.00 | 775.00 |
| 101000 | 483546 | 05/28/21 | 26249 | N-GES-RP OF CITRUS SPRIN | 5366Y | Mercier Jun 21 | 0.00 | 1,309.00 |
| 101000 | 483547 | 05/28/21 | 4549 | ONE REAL ESTATE INC | 5366Y | Murphy Jun 21 | 0.00 | 750.00 |
| 101000 | 483547 | 05/28/21 | 4549 | ONE REAL ESTATE INC | 5366Y | Smith Jun 21 | 0.00 | 633.00 |
| 101000 | 483547 | 05/28/21 | 4549 | ONE REAL ESTATE INC | 5366Y | James Jun 21 | 0.00 | 185.00 |
| 101000 | 483547 | 05/28/21 | 4549 | ONE REAL ESTATE INC | 5366Y | Wozniak Jun 21 | 0.00 | 524.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,092.00 |
| 101000 | 483548 | 05/28/21 | 5995 | TRUST ACCT OF J PATRICK | 5366Y | Flaherty Jun 21 | 0.00 | 505.00 |
| 101000 | 483549 | 05/28/21 | 21106 | PAMELA A TURPIN | 5366Y | Harvey Jun 21 | 0.00 | 384.00 |
| 101000 | 483550 | 05/28/21 | 2031 | W R E C | 5366Y | 2147761 Farrar | 0.00 | 33.00 |
| 101000 | 483550 | 05/28/21 | 2031 | W R E C | 5366Y | 1655922 Murphy | 0.00 | 19.00 |
| 101000 | 483550 | 05/28/21 | 2031 | W R E C | 5366Y | 1606545 Recchio | 0.00 | 21.00 |
| TOTAL CHECK | | | | | | | 0.00 | 73.00 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 2670 | P80001133881 2/28/21 | 0.00 | 1,904.23 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 6102 | P80001152965 3/31/21 | 0.00 | 1,410.34 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 2670 | P30000902892 3/31/21 | 0.00 | 112.27 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 9000 | P80001152952 3/31/21 | 0.00 | 586.11 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 9000 | P80001133891 2/28/21 | 0.00 | 663.23 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 2501 | P80001152945 3/31/21 | 0.00 | 188.96 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 2501 | P80001133883 2/28/21 | 0.00 | 215.80 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 5106 | P80001149478 3/31/21 | 0.00 | 252.96 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 5106 | P80001126697 2/28/21 | 0.00 | 286.74 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 6102 | P80001133905 2/28/21 | 0.00 | 1,599.20 |
| 101000 | V143322 | 05/06/21 | 22923 | ADS WASTE HOLDINGS INC D | 2100H | P80001133881 2/28/21 | 0.00 | 480.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CHECK | | | | | | | 0.00 | 7,699.84 |
| 101000 | V143323 | 05/06/21 | 24121 | AINSLEY BECKFORD | 5345WRE | 561 3/31/21 | 0.00 | 67.00 |
| 101000 | V143323 | 05/06/21 | 24121 | AINSLEY BECKFORD | 5345WHM | 585 4/24/21 | 0.00 | 16.75 |
| 101000 | V143323 | 05/06/21 | 24121 | AINSLEY BECKFORD | 5345WPC | 582 4/24/21 | 0.00 | 21.00 |
| 101000 | V143323 | 05/06/21 | 24121 | AINSLEY BECKFORD | 5345WPC | 577 4/17/21 | 0.00 | 31.50 |
| 101000 | V143323 | 05/06/21 | 24121 | AINSLEY BECKFORD | 5345WHM | 580 4/17/21 | 0.00 | 25.13 |
| TOTAL CHECK | | | | | | | 0.00 | 161.38 |
| 101000 | V143324 | 05/06/21 | 23218 | AIR FX INC | 2670 | 42696 4/16/21 | 0.00 | 4,995.00 |
| 101000 | V143324 | 05/06/21 | 23218 | AIR FX INC | 2670 | 42698 4/16/21 | 0.00 | 4,995.00 |
| 101000 | V143324 | 05/06/21 | 23218 | AIR FX INC | 2670 | 42699 4/16/21 | 0.00 | 4,995.00 |
| 101000 | V143324 | 05/06/21 | 23218 | AIR FX INC | 2670 | 42695 4/16/21 | 0.00 | 4,995.00 |
| 101000 | V143324 | 05/06/21 | 23218 | AIR FX INC | 2670 | 42697 4/16/21 | 0.00 | 4,995.00 |
| TOTAL CHECK | | | | | | | 0.00 | 24,975.00 |
| 101000 | V143325 | 05/06/21 | 0714 | AIRGAS USA LLC | 5216 | 9112215958 4/16/21 | 0.00 | 393.24 |
| 101000 | V143325 | 05/06/21 | 0714 | AIRGAS USA LLC | 3200 | 9979229251 4/30/21 | 0.00 | 37.90 |
| 101000 | V143325 | 05/06/21 | 0714 | AIRGAS USA LLC | 3200 | 9979229252 4/30/21 | 0.00 | 88.15 |
| TOTAL CHECK | | | | | | | 0.00 | 519.29 |
| 101000 | V143326 | 05/06/21 | 26485 | AMANDA SCHNETTLER | 5106 | ADV MEALS 5/19-21/21 | 0.00 | 72.00 |
| 101000 | V143327 | 05/06/21 | 24064 | AMERICAN INFRASTRUCTURE | 5781D | CGC20003-06 3/31/21 | 0.00 | 18,757.28 |
| 101000 | V143327 | 05/06/21 | 24064 | AMERICAN INFRASTRUCTURE | 5781D | CGC20004-05 3/31/21 | 0.00 | 2,643.50 |
| TOTAL CHECK | | | | | | | 0.00 | 21,400.78 |
| 101000 | V143328 | 05/06/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84279 4/29/21 | 0.00 | 2,087.40 |
| 101000 | V143328 | 05/06/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84237 4/26/21 | 0.00 | 1,043.70 |
| 101000 | V143328 | 05/06/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84242 4/26/21 | 0.00 | 1,043.70 |
| 101000 | V143328 | 05/06/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84243 4/26/21 | 0.00 | 6,262.20 |
| 101000 | V143328 | 05/06/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84266 4/28/21 | 0.00 | 5,218.50 |
| TOTAL CHECK | | | | | | | 0.00 | 15,655.50 |
| 101000 | V143329 | 05/06/21 | 3297 | APEX OFFICE PRODUCTS INC | 2675 | 2197043-0 4/27/21 | 0.00 | 566.57 |
| 101000 | V143330 | 05/06/21 | 24561 | AQUA TRIANGLE 1 CORP | 6102 | 111331 4/29/21 | 0.00 | 516.90 |
| 101000 | V143330 | 05/06/21 | 24561 | AQUA TRIANGLE 1 CORP | 6102 | 110975 4/15/21 | 0.00 | 553.30 |
| TOTAL CHECK | | | | | | | 0.00 | 1,070.20 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26942 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26943 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26945 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26946 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26947 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26969 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26968 4/20/21 | 0.00 | 60.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26940 4/20/21 | 0.00 | 81.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26971 4/20/21 | 0.00 | 126.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26970 4/20/21 | 0.00 | 135.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 27041 5/3/21 | 0.00 | 188.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26949 4/20/21 | 0.00 | 35.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26953 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26954 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26956 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26957 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26958 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26959 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26960 4/20/21 | 0.00 | 35.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26961 4/20/21 | 0.00 | 41.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26952 4/20/21 | 0.00 | 41.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26965 4/20/21 | 0.00 | 41.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26967 4/20/21 | 0.00 | 45.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26963 4/20/21 | 0.00 | 60.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26964 4/20/21 | 0.00 | 61.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26951 4/20/21 | 0.00 | 68.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26966 4/20/21 | 0.00 | 103.00 |
| 101000 | V143332 | 05/06/21 | 25277 | ARMOR FIRE PROTECTION IN | 2670 | 26962 4/20/21 | 0.00 | 126.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,666.00 |
| 101000 | V143333 | 05/06/21 | 26483 | ASHLEY LEHR | 5106 | ADV MEALS 5/19-21/21 | 0.00 | 72.00 |
| 101000 | V143334 | 05/06/21 | 15455 | AUTOMATED BUILDING CONTR | 6212 | 44901 4/21/21 | 0.00 | 1,305.00 |
| 101000 | V143334 | 05/06/21 | 15455 | AUTOMATED BUILDING CONTR | 6212 | 44866 4/15/21 | 0.00 | 4,535.00 |
| TOTAL CHECK | | | | | | | 0.00 | 5,840.00 |
| 101000 | V143335 | 05/06/21 | 2193 | BAKER DISTRIBUTING LLC | 2670 | BZ27137 4/20/21 | 0.00 | 99.55 |
| 101000 | V143335 | 05/06/21 | 2193 | BAKER DISTRIBUTING LLC | 2670 | BZ22267 4/19/21 | 0.00 | 143.17 |
| 101000 | V143335 | 05/06/21 | 2193 | BAKER DISTRIBUTING LLC | 2670 | BZ81119 4/28/21 | 0.00 | 1.54 |
| 101000 | V143335 | 05/06/21 | 2193 | BAKER DISTRIBUTING LLC | 2670 | BZ36228 4/21/21 | 0.00 | 110.41 |
| TOTAL CHECK | | | | | | | 0.00 | 354.67 |
| 101000 | V143336 | 05/06/21 | 2540 | ELFI BAKER | 5348AHD | 1/6-4/7/21 MILEAGE | 0.00 | 36.45 |
| 101000 | V143336 | 05/06/21 | 2540 | ELFI BAKER | 5351A | 1/6-4/7/21 MILEAGE | 0.00 | 13.43 |
| 101000 | V143336 | 05/06/21 | 2540 | ELFI BAKER | 5345WHD | 1/6-4/7/21 MILEAGE | 0.00 | 5.75 |
| TOTAL CHECK | | | | | | | 0.00 | 55.63 |
| 101000 | V143337 | 05/06/21 | 22647 | BEARD EQUIPMENT CO | 4155 | 8304 4/30/21 | 0.00 | 233,636.91 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102455 4/19/21 | 0.00 | 7,898.60 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102454 4/19/21 | 0.00 | 27,320.50 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102451 4/19/21 | 0.00 | 160.57 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102453 4/19/21 | 0.00 | 743.63 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102452 4/19/21 | 0.00 | 975.94 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102456 4/19/21 | 0.00 | 1,654.09 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102457 4/19/21 | 0.00 | 8,604.11 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102455 4/19/21 | 0.00 | 12,483.38 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102454 4/19/21 | 0.00 | 42,671.49 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102453 4/19/21 | 0.00 | 378.70 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102451 4/19/21 | 0.00 | 54.10 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102457 4/19/21 | 0.00 | 5,301.80 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102456 4/19/21 | 0.00 | 973.80 |
| 101000 | V143338 | 05/06/21 | 0214.1 | BLUE CROSS & BLUE SHIEL | 8000 | 75102452 4/19/21 | 0.00 | 649.20 |
| TOTAL CHECK | | | | | | | 0.00 | 109,869.91 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 2100H | 84035874 4/23/21 | 0.00 | 1,179.60 |
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84039608 4/27/21 | 0.00 | 16.48 |
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84039609 4/27/21 | 0.00 | 102.00 |
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84042861 4/29/21 | 0.00 | 908.38 |
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 2100H | 84033131 4/21/21 | 0.00 | 641.52 |
| 101000 | V143339 | 05/06/21 | 8070 | BOUND TREE MEDICAL | 2100H | 84031568 4/20/21 | 0.00 | 308.88 |
| TOTAL CHECK | | | | | | | 0.00 | 3,156.86 |
| 101000 | V143340 | 05/06/21 | 13462 | BROWN FUNERAL HOME & CRE | 5350 | ASSELIN 245-21 | 0.00 | 500.00 |
| 101000 | V143340 | 05/06/21 | 13462 | BROWN FUNERAL HOME & CRE | 5350 | STEPHANS 232-21 | 0.00 | 500.00 |
| 101000 | V143340 | 05/06/21 | 13462 | BROWN FUNERAL HOME & CRE | 5350 | KYPRIANIDES 190-21 | 0.00 | 500.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,500.00 |
| 101000 | V143341 | 05/06/21 | 22518 | C W ROBERTS CONTRACTING | 007W | 1 RET 20-028 | 0.00 | -27,348.41 |
| 101000 | V143341 | 05/06/21 | 22518 | C W ROBERTS CONTRACTING | 5767W | 1 20-028 | 0.00 | 546,968.22 |
| TOTAL CHECK | | | | | | | 0.00 | 519,619.81 |
| 101000 | V143342 | 05/06/21 | 0274 | CASA | 5110 | MAR 2021 ALLOCATION | 0.00 | 1,007.66 |
| 101000 | V143343 | 05/06/21 | 6366.2 | CDW GOVERNMENT LLC | 5703-602 | B181811 3/31/21 | 0.00 | 68.20 |
| 101000 | V143344 | 05/06/21 | 24151 | CENTER FOR INTERNET SECU | 2440 | INV-210419-0027308 | 0.00 | 8,520.00 |
| 101000 | V143345 | 05/06/21 | 21593 | CERIDA INVESTMENT CORP | 9000 | 118-91817 4/13/21 | 0.00 | 380.00 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 4081262640 4/13/21 | 0.00 | 114.12 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 4150 | 4081938217 4/20/21 | 0.00 | 95.45 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 4081938195 4/20/21 | 0.00 | 81.62 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 9000 | 4081938609 4/20/21 | 0.00 | 387.93 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 9000 | 4082577599 4/27/21 | 0.00 | 578.23 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 4150 | 4082576909 4/27/21 | 0.00 | 95.45 |
| 101000 | V143346 | 05/06/21 | 21283 | CINTAS CORPORATION #148 | 6304U | 4082576910 4/27/21 | 0.00 | 28.79 |
| TOTAL CHECK | | | | | | | 0.00 | 1,381.59 |
| 101000 | V143347 | 05/06/21 | 23705 | CITRUS CO FIRE RESCUE EX | 809 | FF MAY DONATIONS | 0.00 | 10.00 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 8300 | 12973457 4/20/21 | 0.00 | 17.50 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 8200 | 12973458 4/20/21 | 0.00 | 17.50 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12973321 4/15/21 | 0.00 | 22.41 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12973322 4/15/21 | 0.00 | 22.91 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12973318 4/15/21 | 0.00 | 23.40 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12973324 4/15/21 | 0.00 | 26.39 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12973111 4/12/21 | 0.00 | 57.25 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2440 | 12973580 4/22/21 | 0.00 | 12.95 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 6212 | 12970589 4/14/21 | 0.00 | 27.88 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12972834 4/8/21 | 0.00 | 17.43 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12972862 4/8/21 | 0.00 | 22.41 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12972810 4/8/21 | 0.00 | 22.41 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12972808 4/8/21 | 0.00 | 23.40 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 7201 | 12972382 3/31/21 | 0.00 | 18.92 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12968782 1/27/21 | 0.00 | 22.41 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3345 | 12968781 1/26/21 | 0.00 | 25.89 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12973438 4/19/21 | 0.00 | 13.95 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12971388 3/11/21 | 0.00 | 19.42 |
| 101000 | V143348 | 05/06/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12973316 4/15/21 | 0.00 | 20.42 |
| TOTAL CHECK | | | | | | | 0.00 | 434.85 |
| 101000 | V143349 | 05/06/21 | 0363 | CITRUS COUNTY SCHOOL BOA | 3340 | 5552100063 3/1/21 | 0.00 | 120,720.25 |
| 101000 | V143349 | 05/06/21 | 0363 | CITRUS COUNTY SCHOOL BOA | 3340 | 5552100064 4/1/21 | 0.00 | 120,720.25 |
| 101000 | V143349 | 05/06/21 | 0363 | CITRUS COUNTY SCHOOL BOA | 3340 | 5552100065 5/1/21 | 0.00 | 120,720.25 |
| TOTAL CHECK | | | | | | | 0.00 | 362,160.75 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3200 | MAY 2021 FIRE 5/1/21 | 0.00 | 187.15 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3200 | MAY 2021 FIRE 5/1/21 | 0.00 | 16,232.58 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3101 | JUN 2021 4/29/21 | 0.00 | 1,740,819.50 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3101 | JUN 2021 4/29/21 | 0.00 | 409,098.92 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3200 | MAY 2021 FIRE 5/1/21 | 0.00 | 1,875.95 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3101 | JUN 2021 4/29/21 | 0.00 | 75,165.58 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3101 | JUN 2021 4/29/21 | 0.00 | 10,062.25 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 5106 | JUN 2021 4/29/21 | 0.00 | 36,670.17 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 5106 | JUN 2021 4/29/21 | 0.00 | 7,367.58 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 5106 | JUN 2021 4/29/21 | 0.00 | 4,150.00 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3103 | JUN 2021 4/29/21 | 0.00 | 208,852.17 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3103 | JUN 2021 4/29/21 | 0.00 | 19,860.92 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3103 | JUN 2021 4/29/21 | 0.00 | 416.67 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3104 | JUN 2021 4/29/21 | 0.00 | 55,462.86 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3104 | JUN 2021 4/29/21 | 0.00 | 10,110.50 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3104 | JUN 2021 4/29/21 | 0.00 | 5,607.25 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3109 | JUN 2021 4/29/21 | 0.00 | 65,755.91 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3109 | JUN 2021 4/29/21 | 0.00 | 9,885.39 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 3109 | JUN 2021 4/29/21 | 0.00 | 7,157.25 |
| 101000 | V143350 | 05/06/21 | 16204 | CITRUS COUNTY SHERIFFS O | 5870 | REIMB LEGAL FEES | 0.00 | 11,193.57 |
| TOTAL CHECK | | | | | | | 0.00 | 2,695,932.17 |
| 101000 | V143351 | 05/06/21 | 5998 | CITRUS EQUIPMENT & REPAI | 9000 | 151884 4/21/21 | 0.00 | 177.04 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1170186000 4/30/21 | 0.00 | 46.88 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1170184000 4/30/21 | 0.00 | 75.52 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1180013000 4/30/21 | 0.00 | 9.88 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 6212 | 1100098000 4/30/21 | 0.00 | 10.00 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1170188000 4/30/21 | 0.00 | 10.00 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 9000 | 1030242000 4/30/21 | 0.00 | 12.12 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1080033500 4/30/21 | 0.00 | 23.36 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 7201 | 1030233100 4/30/21 | 0.00 | 32.01 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 6102 | 1030240000 4/30/21 | 0.00 | 329.73 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 6212 | 1100096000 4/30/21 | 0.00 | 341.68 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1170190000 4/30/21 | 0.00 | 361.52 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1200278000 4/30/21 | 0.00 | 415.06 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1180011000 4/30/21 | 0.00 | 781.89 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 2670 | 1080033000 4/30/21 | 0.00 | 1,236.43 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 5106 | 1030234000 4/30/21 | 0.00 | 1,826.94 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 9000 | 1320042000 4/30/21 | 0.00 | 2,423.98 |
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 7201 | 1030233000 3/31/21 | 0.00 | 36.44 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143352 | 05/06/21 | 0390 | CITY OF INVERNESS | 7201 | 1030229000 3/31/21 | 0.00 | 11.55 |
| TOTAL CHECK | | | | | | | 0.00 | 7,984.99 |
| 101000 | V143353 | 05/06/21 | 21289 | COMPUTER DATA SERVICES L | 5373T | 4445 5/1/21 | 0.00 | 424.00 |
| 101000 | V143354 | 05/06/21 | 25047 | CONTINENTAL BATTERY CO | 4102 | 32892102241034 3/3/21 | 0.00 | 4,992.00 |
| 101000 | V143354 | 05/06/21 | 25047 | CONTINENTAL BATTERY CO | 4102 | 32892102241035 3/3/21 | 0.00 | 4,992.00 |
| TOTAL CHECK | | | | | | | 0.00 | 9,984.00 |
| 101000 | V143355 | 05/06/21 | 2610 | CTF DBA ACORN SELF STORA | 2332-602 | STATE ATTORNEY 5/2/21 | 0.00 | 320.00 |
| 101000 | V143356 | 05/06/21 | 26284 | D&D INC | 9000 | 726 4/20/21 | 0.00 | 2,625.64 |
| 101000 | V143357 | 05/06/21 | 23835 | DADE PAPER & BAG LLC | 3225 | 14990957 4/29/21 | 0.00 | 130.02 |
| 101000 | V143357 | 05/06/21 | 23835 | DADE PAPER & BAG LLC | 3200 | 14990957 4/29/21 | 0.00 | 520.10 |
| TOTAL CHECK | | | | | | | 0.00 | 650.12 |
| 101000 | V143358 | 05/06/21 | 15515 | DAVID BOATWRIGHT | 2501 | 6095015 4/28/21 | 0.00 | 157.00 |
| 101000 | V143359 | 05/06/21 | 4898.1 | DEL ZOTTO PRODUCTS OF FL | 4102 | 98160 4/15/21 | 0.00 | 8,700.00 |
| 101000 | V143360 | 05/06/21 | 23497 | DRMP INC | 5106 | 0162003 4/21/21 | 0.00 | 6,406.28 |
| 101000 | V143361 | 05/06/21 | 10967 | SHIRLEY DUBE | 5348AHD | 4/7/21 MILEAGE | 0.00 | 9.79 |
| 101000 | V143362 | 05/06/21 | 8962 | EAGLE BUSINESS SOLUTIONS | 3456 | 8646 3/31/21 | 0.00 | 165.00 |
| 101000 | V143363 | 05/06/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2580 4/16/21 | 0.00 | 180.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5390W | 21-117 4/27/21 | 0.00 | 64.69 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5358WOC | 21-121 4/27/21 | 0.00 | 34.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5348AOC | 21-121 4/27/21 | 0.00 | 34.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5345WPC | 21-116 4/27/21 | 0.00 | 375.25 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5345WOC | 21-121 4/27/21 | 0.00 | 34.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5347APC | 21-118 4/27/21 | 0.00 | 213.75 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5358WRE | 21-115 4/27/21 | 0.00 | 430.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5326ARE | 21-119 4/27/21 | 0.00 | 490.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5347AHM | 21-118 4/27/21 | 0.00 | 819.38 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5345WHM | 21-116 4/27/21 | 0.00 | 840.94 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5358WOC | 21-114 4/20/21 | 0.00 | 34.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5390W | 21-111 4/20/21 | 0.00 | 34.50 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5370AOC | 21-114 4/20/21 | 0.00 | 34.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5347APC | 21-112 4/20/21 | 0.00 | 118.75 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5345WPC | 21-110 4/20/21 | 0.00 | 399.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5326ARE | 21-113 4/20/21 | 0.00 | 560.00 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5345WHM | 21-110 4/20/21 | 0.00 | 616.69 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5347AHM | 21-112 4/20/21 | 0.00 | 737.44 |
| 101000 | V143364 | 05/06/21 | 7507 | FAMILY LIFE CARE INC | 5358WRE | 21-109 4/20/21 | 0.00 | 415.00 |
| TOTAL CHECK | | | | | | | 0.00 | 6,285.39 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1892963 4/20/21 | 0.00 | 6,626.00 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9600 | 1890839-2 4/20/21 | 0.00 | 465.50 |

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | WH016190-4 4/14/21 | 0.00 | 121.35 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | WH016348 4/14/21 | 0.00 | 3,080.00 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9600 | 1890839 4/12/21 | 0.00 | 8,150.80 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9600 | 1890839-1 4/13/21 | 0.00 | 5,159.70 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1893966-1 4/29/21 | 0.00 | 202.25 |
| 101000 | V143365 | 05/06/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1893966 4/28/21 | 0.00 | 5,051.89 |
| TOTAL CHECK | | | | | | | 0.00 | 28,857.49 |
| 101000 | V143366 | 05/06/21 | 5520 | FLORIDA GOVERNMENTAL UTI | 6400 | 21-04 4/28/21 | 0.00 | 4,970.50 |
| 101000 | V143367 | 05/06/21 | 21982 | FORTILINE INC | 9000 | 5255537 4/14/21 | 0.00 | 5,870.84 |
| 101000 | V143368 | 05/06/21 | 22960 | APRIL FRAZIER | 6212 | ADV MEALS 5/18-20/21 | 0.00 | 61.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34540 4/30/21 | 0.00 | 2,300.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 6212 | 34541 4/30/21 | 0.00 | 3,100.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34478 3/29/21 | 0.00 | 3,390.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 220.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 70.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 25.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 140.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 25.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 10.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 90.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 10.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 80.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 220.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 70.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 25.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 50.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 10.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 260.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 70.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 80.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 150.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 40.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 40.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 400.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 125.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 75.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 300.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 135.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 40.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 50.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 40.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 20.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 75.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 60.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 30.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 25.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 10.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34524 4/15/21 | 0.00 | 10.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34530 4/25/21 | 0.00 | 3,390.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34527 4/25/21 | 0.00 | 440.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 6212 | 34526 4/25/21 | 0.00 | 750.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34531 4/25/21 | 0.00 | 2,450.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34531 4/25/21 | 0.00 | 1,195.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34531 4/25/21 | 0.00 | 405.00 |
| 101000 | V143369 | 05/06/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34528 4/25/21 | 0.00 | 630.00 |
| TOTAL CHECK | | | | | | | 0.00 | 21,270.00 |
| 101000 | V143370 | 05/06/21 | 26374 | GEORGE & KAREN LEWIS | 5351A | 2/22-3/29/21 MILEAGE | 0.00 | 1.20 |
| 101000 | V143370 | 05/06/21 | 26374 | GEORGE & KAREN LEWIS | 5348AHD | 2/22-3/29/21 MILEAGE | 0.00 | 36.01 |
| 101000 | V143370 | 05/06/21 | 26374 | GEORGE & KAREN LEWIS | 5345WHD | 2/22-3/29/21 MILEAGE | 0.00 | 8.40 |
| TOTAL CHECK | | | | | | | 0.00 | 45.61 |
| 101000 | V143371 | 05/06/21 | 7917 | GILMAN'S CUSTOM FURNITUR | 2670 | 31315 4/20/21 | 0.00 | 746.24 |
| 101000 | V143372 | 05/06/21 | 24495 | GLOBAL TIRE RECYCLING OF | 5218 | 36875 4/26/21 | 0.00 | 947.00 |
| 101000 | V143372 | 05/06/21 | 24495 | GLOBAL TIRE RECYCLING OF | 5218 | 36827 4/16/21 | 0.00 | 2,262.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,209.00 |
| 101000 | V143373 | 05/06/21 | 2182 | GMA, INC | 2101 | 3633 4/15/21 | 0.00 | 5,000.00 |
| 101000 | V143374 | 05/06/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2670 | 592050 4/29/21 | 0.00 | 22.38 |
| 101000 | V143374 | 05/06/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2670 | 591491 4/20/21 | 0.00 | 73.61 |
| 101000 | V143374 | 05/06/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2675 | 591649 4/22/21 | 0.00 | 574.97 |
| TOTAL CHECK | | | | | | | 0.00 | 670.96 |
| 101000 | V143375 | 05/06/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9881553490 4/26/21 | 0.00 | 43.50 |
| 101000 | V143375 | 05/06/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9886676916 4/30/21 | 0.00 | 21.56 |
| 101000 | V143375 | 05/06/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9886676908 4/30/21 | 0.00 | 84.89 |
| 101000 | V143375 | 05/06/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9885687666 4/29/21 | 0.00 | 102.42 |
| TOTAL CHECK | | | | | | | 0.00 | 252.37 |
| 101000 | V143376 | 05/06/21 | 9408 | GRAY ROBINSON ATTORNEYS | 3321C | 11003459 4/14/21 | 0.00 | 788.85 |
| 101000 | V143376 | 05/06/21 | 9408 | GRAY ROBINSON ATTORNEYS | 3321C | 11003460 4/14/21 | 0.00 | 14,941.62 |
| 101000 | V143376 | 05/06/21 | 9408 | GRAY ROBINSON ATTORNEYS | 4110 | 11003461 4/14/21 | 0.00 | 66.00 |
| TOTAL CHECK | | | | | | | 0.00 | 15,796.47 |
| 101000 | V143377 | 05/06/21 | 19266.1 | GUARDIAN COMMUNITY RESOU | 5746X | M3016 4/5/21 | 0.00 | 3,750.00 |
| 101000 | V143378 | 05/06/21 | 23885 | HANSON PROFESSIONAL SERV | 5773K | 1085787 4/15/21 | 0.00 | 7,835.47 |
| 101000 | V143378 | 05/06/21 | 23885 | HANSON PROFESSIONAL SERV | 7201 | 1085793 4/16/21 | 0.00 | 1,238.95 |
| TOTAL CHECK | | | | | | | 0.00 | 9,074.42 |
| 101000 | V143379 | 05/06/21 | 23440 | HARTMAN CIVIL CONSTRUCTI | 451 | 3 RET 20-040 | 0.00 | -4,951.80 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143379 | 05/06/21 | 23440 | HARTMAN CIVIL CONSTRUCTI | 9600 | 3 20-040 | 0.00 | 49,518.00 |
| TOTAL CHECK | | | | | | | 0.00 | 44,566.20 |
| 101000 | V143380 | 05/06/21 | 26457 | HARWOOD INTERNATIONAL CO | 2440 | 10136 4/7/21 | 0.00 | 1,620.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4916053 4/13/21 | 0.00 | 34.20 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4916052 4/13/21 | 0.00 | 131.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4916058 4/13/21 | 0.00 | 1,509.45 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4921517 4/20/21 | 0.00 | 114.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4921515 4/20/21 | 0.00 | 228.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4921518 4/20/21 | 0.00 | 307.80 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4921516 4/20/21 | 0.00 | 342.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4921528 4/20/21 | 0.00 | 954.25 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4920638 4/20/21 | 0.00 | 228.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4920637 4/20/21 | 0.00 | 456.00 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4925901 4/27/21 | 0.00 | 136.80 |
| 101000 | V143381 | 05/06/21 | 10186 | HAWKINS INC | 9000 | 4925906 4/27/21 | 0.00 | 954.25 |
| TOTAL CHECK | | | | | | | 0.00 | 5,395.75 |
| 101000 | V143382 | 05/06/21 | 7132 | ERIC C HEAD | 6212 | ADV MILEAGE 5/18-20/21 | 0.00 | 98.79 |
| 101000 | V143382 | 05/06/21 | 7132 | ERIC C HEAD | 6212 | ADV MEALS 5/18-20/21 | 0.00 | 61.00 |
| TOTAL CHECK | | | | | | | 0.00 | 159.79 |
| 101000 | V143383 | 05/06/21 | 2131 | HEIMBACH & ASSOCIATES IN | 4150 | 103754 4/22/21 | 0.00 | 77.25 |
| 101000 | V143383 | 05/06/21 | 2131 | HEIMBACH & ASSOCIATES IN | 4150 | 103753 4/22/21 | 0.00 | 81.00 |
| 101000 | V143383 | 05/06/21 | 2131 | HEIMBACH & ASSOCIATES IN | 4150 | 103752 4/22/21 | 0.00 | 144.00 |
| 101000 | V143383 | 05/06/21 | 2131 | HEIMBACH & ASSOCIATES IN | 4150 | 103755 4/22/21 | 0.00 | 148.50 |
| TOTAL CHECK | | | | | | | 0.00 | 450.75 |
| 101000 | V143384 | 05/06/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | 022058/0030499 4/22/21 | 0.00 | 13.75 |
| 101000 | V143384 | 05/06/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | H6332-189052 4/22/21 | 0.00 | 298.00 |
| TOTAL CHECK | | | | | | | 0.00 | 311.75 |
| 101000 | V143385 | 05/06/21 | 25263 | INTERNATIONAL CITY MANAG | 809 | BOARD #301238 | 0.00 | 2,300.00 |
| 101000 | V143386 | 05/06/21 | 21024 | IDEXX DISTRIBUTION INC | 5106 | 3083369541 4/22/21 | 0.00 | 1,318.80 |
| 101000 | V143386 | 05/06/21 | 21024 | IDEXX DISTRIBUTION INC | 5106 | 3082065079 4/1/21 | 0.00 | 99.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,417.80 |
| 101000 | V143387 | 05/06/21 | 4997 | INTEGRITY CONSULTING GRO | 5212 | 190 4/20/21 | 0.00 | 70.00 |
| 101000 | V143388 | 05/06/21 | 18366 | J NEWTON ENTERPRISES INC | 2670 | 1904161-1 4/16/21 | 0.00 | 398.00 |
| 101000 | V143389 | 05/06/21 | 20808 | JACK R PIERCE | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 34.71 |
| 101000 | V143390 | 05/06/21 | 26466 | JACKIE ELLIS | 2670 | REIMB SAFETY BOOTS | 0.00 | 44.99 |
| 101000 | V143391 | 05/06/21 | 25299 | JANET LAWSON | 5348AHD | 3/5-26/21 MILEAGE | 0.00 | 10.96 |
| 101000 | V143391 | 05/06/21 | 25299 | JANET LAWSON | 5351A | 3/5-26/21 MILEAGE | 0.00 | 1.27 |
| 101000 | V143391 | 05/06/21 | 25299 | JANET LAWSON | 5345WHD | 3/5-26/21 MILEAGE | 0.00 | 3.79 |
| TOTAL CHECK | | | | | | | 0.00 | 16.02 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143392 | 05/06/21 | 21615 | CYNTHIA JOACHIM | 5348AHD | 3/1-31/21 MILEAGE | 0.00 | 79.87 |
| 101000 | V143392 | 05/06/21 | 21615 | CYNTHIA JOACHIM | 5345WHD | 3/1-31/21 MILEAGE | 0.00 | 9.58 |
| TOTAL CHECK | | | | | | | 0.00 | 89.45 |
| 101000 | V143393 | 05/06/21 | 25453 | JOHN TRAFALSKI | 5345WHD | 3/3-31/21 MILEAGE | 0.00 | 5.83 |
| 101000 | V143393 | 05/06/21 | 25453 | JOHN TRAFALSKI | 5351A | 3/3-31/21 MILEAGE | 0.00 | 1.94 |
| 101000 | V143393 | 05/06/21 | 25453 | JOHN TRAFALSKI | 5348AHD | 3/3-31/21 MILEAGE | 0.00 | 16.71 |
| TOTAL CHECK | | | | | | | 0.00 | 24.48 |
| 101000 | V143394 | 05/06/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 5216 | 0247111 4/14/21 | 0.00 | 19,318.29 |
| 101000 | V143395 | 05/06/21 | 26486 | JOSHUA BRANDS | 5106 | ADV MEALS 5/19-21/21 | 0.00 | 72.00 |
| 101000 | V143396 | 05/06/21 | 2554 | KANE'S ACE HARDWARE | 9000 | 65904/1 2/5/21 | 0.00 | 3.56 |
| 101000 | V143396 | 05/06/21 | 2554 | KANE'S ACE HARDWARE | 9000 | 065874/1 2/3/21 | 0.00 | 38.98 |
| 101000 | V143396 | 05/06/21 | 2554 | KANE'S ACE HARDWARE | 9000 | 065507/1 12/23/20 | 0.00 | 58.95 |
| TOTAL CHECK | | | | | | | 0.00 | 101.49 |
| 101000 | V143397 | 05/06/21 | 25279 | KEITH VERSCHRAEGEN | 5746DP | 1039 4/1/21 | 0.00 | 540.00 |
| 101000 | V143398 | 05/06/21 | 26291 | KEN & JAN POLASTRY | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 13.35 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609727 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609929 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609946 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272610007 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609481 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609536 4/20/21 | 0.00 | 44.55 |
| 101000 | V143399 | 05/06/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272609926 4/20/21 | 0.00 | 7.43 |
| TOTAL CHECK | | | | | | | 0.00 | 274.73 |
| 101000 | V143400 | 05/06/21 | 22980 | ROBERT LOGAN | 5345WHD | 3/4-25/21 MILEAGE | 0.00 | 4.45 |
| 101000 | V143400 | 05/06/21 | 22980 | ROBERT LOGAN | 5348AHD | 3/4-25/21 MILEAGE | 0.00 | 37.83 |
| TOTAL CHECK | | | | | | | 0.00 | 42.28 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5347AHM | 62627 4/20/21 | 0.00 | 100.50 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5358WRE | 62627 4/20/21 | 0.00 | 600.00 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5345WRE | 62627 4/20/21 | 0.00 | 66.00 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5358WRE | 62605 4/13/21 | 0.00 | 600.00 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5345WPC | 62605 4/13/21 | 0.00 | 38.00 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5347AHM | 62605 4/13/21 | 0.00 | 100.50 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5345WRE | 62605 4/13/21 | 0.00 | 33.00 |
| 101000 | V143401 | 05/06/21 | 24345 | LOVING CARE IN HOME SERV | 5345WPC | 62627 4/20/21 | 0.00 | 38.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,576.00 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01200 4/19/21 | 0.00 | 65.46 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01605 4/20/21 | 0.00 | 12.62 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01667 4/20/21 | 0.00 | 38.92 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 02861 4/15/21 | 0.00 | 11.39 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01122 4/16/21 | 0.00 | 35.60 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 02634 4/14/21 | 0.00 | 112.29 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 02666 4/14/21 | 0.00 | 143.33 |

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01691 4/15/21 | 0.00 | 344.52 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01945 4/23/21 | 0.00 | 43.69 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01528 4/22/21 | 0.00 | 206.52 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2675 | 61702 4/22/21 | 0.00 | 845.07 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01959 4/23/21 | 0.00 | 28.49 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 02144 4/28/21 | 0.00 | 75.05 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2675 | 01788 4/28/21 | 0.00 | 431.46 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 61993 5/3/21 | 0.00 | 10.78 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 9000 | 10857 4/20/21 | 0.00 | 71.20 |
| 101000 | V143402 | 05/06/21 | 7032 | LOWE'S INVERNESS | 2670 | 01245 4/21/21 | 0.00 | 40.92 |
| TOTAL CHECK | | | | | | | 0.00 | 2,517.31 |
| 101000 | V143403 | 05/06/21 | 22027 | LAWRENCE MACE | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 6.60 |
| 101000 | V143403 | 05/06/21 | 22027 | LAWRENCE MACE | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 94.65 |
| 101000 | V143403 | 05/06/21 | 22027 | LAWRENCE MACE | 5351A | 3/1-29/21 MILEAGE | 0.00 | 22.02 |
| TOTAL CHECK | | | | | | | 0.00 | 123.27 |
| 101000 | V143404 | 05/06/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T10885 4/20/21 | 0.00 | 1,898.50 |
| 101000 | V143404 | 05/06/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T10895 4/21/21 | 0.00 | 10,901.00 |
| 101000 | V143404 | 05/06/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T10879 4/20/21 | 0.00 | 9,803.20 |
| TOTAL CHECK | | | | | | | 0.00 | 22,602.70 |
| 101000 | V143405 | 05/06/21 | 12061 | MAR-CON CONSTRUCTION LLC | 5773K | 9 81414 | 0.00 | 110,403.28 |
| 101000 | V143405 | 05/06/21 | 12061 | MAR-CON CONSTRUCTION LLC | 060K | 9 RET 81414 | 0.00 | -11,040.33 |
| TOTAL CHECK | | | | | | | 0.00 | 99,362.95 |
| 101000 | V143406 | 05/06/21 | 25380 | MARIE JOHNSON NALL | 5348AHD | 4/12/21 MILEAGE | 0.00 | 8.46 |
| 101000 | V143407 | 05/06/21 | 1237 | MARION MUSIC INC | 2101 | 20870 4/27/21 | 0.00 | 500.00 |
| 101000 | V143408 | 05/06/21 | 1094 | MARION/SERVICE ROOFING | 2140 | 8314 4/23/21 | 0.00 | 170,000.00 |
| 101000 | V143409 | 05/06/21 | 6218.1 | MCKIM & CREED INC | 9000 | 172101 4/12/21 | 0.00 | 11,743.50 |
| 101000 | V143410 | 05/06/21 | 1280 | MID STATE GLASS OF CITRU | 2670 | 3375 4/27/21 | 0.00 | 295.86 |
| 101000 | V143410 | 05/06/21 | 1280 | MID STATE GLASS OF CITRU | 2670 | 3376 4/27/21 | 0.00 | 295.86 |
| TOTAL CHECK | | | | | | | 0.00 | 591.72 |
| 101000 | V143411 | 05/06/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500305588 4/16/21 | 0.00 | 22.49 |
| 101000 | V143411 | 05/06/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500314460 4/16/21 | 0.00 | 206.14 |
| TOTAL CHECK | | | | | | | 0.00 | 228.63 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 2670 | 170057 4/22/21 | 0.00 | 90.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 2670 | 168523 2/20/21 | 0.00 | 90.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 3200 | 169982 4/19/21 | 0.00 | 100.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 3200 | 169983 4/19/21 | 0.00 | 100.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 2675 | 169997 4/19/21 | 0.00 | 90.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 2675 | 170060 4/22/21 | 0.00 | 90.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169867 4/13/21 | 0.00 | 90.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 2675 | 169877 4/14/21 | 0.00 | 100.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169923 4/16/21 | 0.00 | 100.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169926 4/16/21 | 0.00 | 100.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169759 4/9/21 | 0.00 | 95.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169766 4/9/21 | 0.00 | 100.00 |
| 101000 | V143412 | 05/06/21 | 12725 | MILITARY OUTLET, INC | 4102 | 169801 4/10/21 | 0.00 | 100.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,245.00 |
| 101000 | V143413 | 05/06/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 117 4/5/21 | 0.00 | 160.00 |
| 101000 | V143413 | 05/06/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 121 4/15/21 | 0.00 | 279.00 |
| 101000 | V143413 | 05/06/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 118 4/6/21 | 0.00 | 522.10 |
| 101000 | V143413 | 05/06/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 119 4/8/21 | 0.00 | 672.10 |
| 101000 | V143413 | 05/06/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 120 4/12/21 | 0.00 | 1,476.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,109.20 |
| 101000 | V143414 | 05/06/21 | 5678 | MOTOROLA SOLUTIONS INC | 5212 | 1187050051 4/19/21 | 0.00 | 9,000.00 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32323239 4/19/21 | 0.00 | 1,320.75 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32582538 4/29/21 | 0.00 | 434.30 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32535496 4/27/21 | 0.00 | 74.80 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32450549 4/23/21 | 0.00 | 82.52 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32458649 4/23/21 | 0.00 | 25.80 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32392091 4/21/21 | 0.00 | 269.20 |
| 101000 | V143415 | 05/06/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32417757 4/22/21 | 0.00 | 1,702.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,909.37 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1522 4/21/21 | 0.00 | 8,966.40 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1522 4/21/21 | 0.00 | 80.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1521 4/21/21 | 0.00 | 150.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1521 4/21/21 | 0.00 | 150.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1521 4/21/21 | 0.00 | 50.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1517 4/15/21 | 0.00 | 500.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1517 4/15/21 | 0.00 | 150.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1517 4/15/21 | 0.00 | 75.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1519 4/15/21 | 0.00 | 50.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1519 4/15/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1519 4/15/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1518 4/15/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1518 4/15/21 | 0.00 | 10.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1518 4/15/21 | 0.00 | 15.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 400.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 150.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 100.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 50.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 200.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 200.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 100.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 100.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 25.00 |
| 101000 | V143416 | 05/06/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1516 4/14/21 | 0.00 | 25.00 |
| TOTAL CHECK | | | | | | | 0.00 | 11,671.40 |
| 101000 | V143417 | 05/06/21 | 12705 | MYTHICS INC | 5304V | 153491 4/1/21 | 0.00 | 29.83 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143417 | 05/06/21 | 12705 | MYTHICS INC | 5212 | 153491 4/1/21 | 0.00 | 89.49 |
| 101000 | V143417 | 05/06/21 | 12705 | MYTHICS INC | 9000 | 153491 4/1/21 | 0.00 | 686.09 |
| 101000 | V143417 | 05/06/21 | 12705 | MYTHICS INC | 3440 | 153491 4/1/21 | 0.00 | 805.41 |
| 101000 | V143417 | 05/06/21 | 12705 | MYTHICS INC | 2150 | 153491 4/1/21 | 0.00 | 2,326.41 |
| TOTAL CHECK | | | | | | | 0.00 | 3,937.23 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085076 4/22/21 | 0.00 | 24.26 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085073 4/22/21 | 0.00 | 44.26 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085074 4/22/21 | 0.00 | 76.26 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085075 4/22/21 | 0.00 | 79.26 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085028 4/22/21 | 0.00 | 87.26 |
| 101000 | V143418 | 05/06/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1085072 4/22/21 | 0.00 | 134.26 |
| TOTAL CHECK | | | | | | | 0.00 | 445.56 |
| 101000 | V143419 | 05/06/21 | 24072 | NATIONAL TESTING NETWORK | 3200 | 8301 4/13/21 | 0.00 | 150.00 |
| 101000 | V143420 | 05/06/21 | 2494.1 | NATIONWIDE RETIREMENT SO | 809 | BOARD #0037159 | 0.00 | 5,081.48 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WHM | 0028 4/30/21 | 0.00 | 825.00 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WCP | 0028 4/30/21 | 0.00 | 401.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WRE | 0028 4/30/21 | 0.00 | 929.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5347AHM | 0028 4/30/21 | 0.00 | 99.00 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WPC | 0028 4/30/21 | 0.00 | 401.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5358WRE | 0028 4/30/21 | 0.00 | 165.00 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WRE | 0027 4/23/21 | 0.00 | 1,314.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5347AHM | 0027 4/23/21 | 0.00 | 22.00 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WPC | 0027 4/23/21 | 0.00 | 775.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WCP | 0027 4/23/21 | 0.00 | 374.00 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5345WHM | 0027 4/23/21 | 0.00 | 1,028.50 |
| 101000 | V143421 | 05/06/21 | 25989 | NATURE COAST AT-HOME SER | 5358WRE | 0027 4/23/21 | 0.00 | 176.00 |
| TOTAL CHECK | | | | | | | 0.00 | 6,512.00 |
| 101000 | V143422 | 05/06/21 | 24980 | NATURE SAFE SOLUTIONS LL | 2670 | APR 2021 SERVICES | 0.00 | 1,308.19 |
| 101000 | V143423 | 05/06/21 | 24651 | NEIL W RAINEY | 2675 | 450 4/1/21 | 0.00 | 1,350.00 |
| 101000 | V143423 | 05/06/21 | 24651 | NEIL W RAINEY | 2675 | 453 4/1/21 | 0.00 | 1,710.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,060.00 |
| 101000 | V143424 | 05/06/21 | 24820 | NICKIE KROSS | 5379X | 3/1-29/21 MILEAGE | 0.00 | 17.28 |
| 101000 | V143425 | 05/06/21 | 11491 | NORTHERN SAFETY COMPANY | 2675 | 904380707 4/19/21 | 0.00 | 298.86 |
| 101000 | V143426 | 05/06/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359031 4/20/21 | 0.00 | 172.90 |
| 101000 | V143426 | 05/06/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359034 4/20/21 | 0.00 | 471.25 |
| 101000 | V143426 | 05/06/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359032 4/20/21 | 0.00 | 969.80 |
| 101000 | V143426 | 05/06/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359033 4/20/21 | 0.00 | 1,584.05 |
| TOTAL CHECK | | | | | | | 0.00 | 3,198.00 |
| 101000 | V143427 | 05/06/21 | 21454 | OPUS 21 MGMT SOLUTIONS L | 9000 | 210391 4/16/21 | 0.00 | 21,763.89 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416227 4/15/21 | 0.00 | 16.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416131 4/15/21 | 0.00 | 18.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416135 4/15/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416316 4/16/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416314 4/16/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416315 4/16/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416074 4/15/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416328 4/16/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416313 4/16/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416240 4/15/21 | 0.00 | 40.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416243 4/15/21 | 0.00 | 50.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135416242 4/15/21 | 0.00 | 160.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417430 4/21/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417431 4/21/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417438 4/21/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417338 4/21/21 | 0.00 | 50.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417342 4/21/21 | 0.00 | 50.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417254 4/21/21 | 0.00 | 80.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417530 4/22/21 | 0.00 | 16.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417667 4/22/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417589 4/22/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417592 4/22/21 | 0.00 | 50.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417531 4/22/21 | 0.00 | 96.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418043 4/26/21 | 0.00 | 16.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418183 4/26/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418184 4/26/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418188 4/26/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418108 4/26/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418111 4/26/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418232 4/26/21 | 0.00 | 41.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418233 4/26/21 | 0.00 | 64.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418058 4/26/21 | 0.00 | 210.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418139 4/26/21 | 0.00 | 370.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418402 4/27/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418352 4/27/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418354 4/27/21 | 0.00 | 30.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418403 4/27/21 | 0.00 | 41.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418718 4/28/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418723 4/28/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419020 4/29/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419021 4/29/21 | 0.00 | 18.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418888 4/29/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135418889 4/29/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419006 4/29/21 | 0.00 | 72.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417866 4/23/21 | 0.00 | 20.00 |
| 101000 | V143430 | 05/06/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135417867 4/23/21 | 0.00 | 20.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,034.00 |
| 101000 | V143431 | 05/06/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5335 4/14/21 | 0.00 | 177.00 |
| 101000 | V143431 | 05/06/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5355 4/14/21 | 0.00 | 500.00 |
| 101000 | V143431 | 05/06/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5358 4/14/21 | 0.00 | 708.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,385.00 |
| 101000 | V143432 | 05/06/21 | 26484 | PATRICK LOPEZ | 5106 | ADV MEALS 5/19-21/21 | 0.00 | 72.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143433 | 05/06/21 | 1434 | PAVE-RITE INC | 4110 | 2100.27 4/16/21 | 0.00 | 22,216.11 |
| 101000 | V143434 | 05/06/21 | 13503 | PFM ASSET MANAGEMENT LLC | 405 | SMA-M0321-22802 3/31/2 | 0.00 | 571.15 |
| 101000 | V143434 | 05/06/21 | 13503 | PFM ASSET MANAGEMENT LLC | 326 | SMA-M0321-22802 3/31/2 | 0.00 | 571.15 |
| 101000 | V143434 | 05/06/21 | 13503 | PFM ASSET MANAGEMENT LLC | 001 | SMA-M0321-22802 3/31/2 | 0.00 | 761.54 |
| TOTAL CHECK | | | | | | | 0.00 | 1,903.84 |
| 101000 | V143435 | 05/06/21 | 19565 | PIGEON-ARDURRA LLC | 9000 | 114584 4/28/21 | 0.00 | 3,830.20 |
| 101000 | V143435 | 05/06/21 | 19565 | PIGEON-ARDURRA LLC | 9000 | 114585 4/28/21 | 0.00 | 20,011.55 |
| TOTAL CHECK | | | | | | | 0.00 | 23,841.75 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84652 4/16/21 | 0.00 | 161.45 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84653 4/16/21 | 0.00 | 636.70 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84647 4/16/21 | 0.00 | 156.25 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84649 4/16/21 | 0.00 | 191.40 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84650 4/16/21 | 0.00 | 226.70 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84651 4/16/21 | 0.00 | 277.55 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84648 4/16/21 | 0.00 | 636.70 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84347 3/24/21 | 0.00 | 135.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84413 3/19/21 | 0.00 | 135.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84469 3/24/21 | 0.00 | 155.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84458 3/16/21 | 0.00 | 188.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84555 3/16/21 | 0.00 | 200.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84497 4/5/21 | 0.00 | 230.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84414 3/19/21 | 0.00 | 235.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84499 4/6/21 | 0.00 | 240.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84456 3/19/21 | 0.00 | 240.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84457 3/16/21 | 0.00 | 240.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84451 3/19/21 | 0.00 | 260.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84477 3/24/21 | 0.00 | 260.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84483 3/31/21 | 0.00 | 260.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84496 4/6/21 | 0.00 | 260.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84500 4/5/21 | 0.00 | 265.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84482 3/30/21 | 0.00 | 265.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84450 3/16/21 | 0.00 | 340.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84481 3/31/21 | 0.00 | 340.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84454 3/30/21 | 0.00 | 460.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84455 3/30/21 | 0.00 | 465.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84449 3/17/21 | 0.00 | 540.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84452 3/30/21 | 0.00 | 760.00 |
| 101000 | V143437 | 05/06/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 84453 3/30/21 | 0.00 | 1,365.00 |
| TOTAL CHECK | | | | | | | 0.00 | 10,124.75 |
| 101000 | V143438 | 05/06/21 | 19337 | DAVID POWELL | 5379X | 3/2-27/21 MILEAGE | 0.00 | 48.96 |
| 101000 | V143439 | 05/06/21 | 23817 | JOHN PRICHER | 2122 | ADV MILEAGE 5/18-21/21 | 0.00 | 113.03 |
| 101000 | V143439 | 05/06/21 | 23817 | JOHN PRICHER | 2122 | ADV MEALS 5/18-21/21 | 0.00 | 97.00 |
| TOTAL CHECK | | | | | | | 0.00 | 210.03 |
| 101000 | V143440 | 05/06/21 | 21926 | PRISTINE SERVICES LLC | 6212 | 21/124 4/23/21 | 0.00 | 4,924.80 |
| 101000 | V143440 | 05/06/21 | 21926 | PRISTINE SERVICES LLC | 2501 | 21/123 4/23/21 | 0.00 | 1,685.26 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CHECK | | | | | | | 0.00 | 6,610.06 |
| 101000 | V143441 | 05/06/21 | 23701 | PROFESSIONAL FIREFIGHTER | 809 | MAY 21 PFF UNION | 0.00 | 2,175.00 |
| 101000 | V143442 | 05/06/21 | 24485 | RAFTELIS FINANCIAL CONSU | 9000 | 18813 4/13/21 | 0.00 | 3,483.00 |
| 101000 | V143443 | 05/06/21 | 26329 | RAYMOND J MAILE | 5348AHD | 3/5-26/21 MILEAGE | 0.00 | 28.20 |
| 101000 | V143443 | 05/06/21 | 26329 | RAYMOND J MAILE | 5345WHD | 3/5-26/21 MILEAGE | 0.00 | 1.17 |
| TOTAL CHECK | | | | | | | 0.00 | 29.37 |
| 101000 | V143444 | 05/06/21 | 21670 | DEBORAH REILLY | 6212 | ADV MEALS 5/18-20/21 | 0.00 | 61.00 |
| 101000 | V143444 | 05/06/21 | 21670 | DEBORAH REILLY | 6212 | ADV MILEAGE 5/18-20/21 | 0.00 | 93.01 |
| TOTAL CHECK | | | | | | | 0.00 | 154.01 |
| 101000 | V143445 | 05/06/21 | 25992 | RENTAL OF INVERNESS INC | 2675 | 171230 4/19/21 | 0.00 | 299.99 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5345WOC | 0248 4/24/21 | 0.00 | 68.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5347ACP | 0249 4/24/21 | 0.00 | 65.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5370AOC | 0248 4/24/21 | 0.00 | 102.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5347AHM | 0249 4/24/21 | 0.00 | 2,345.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5358WRE | 0249 4/24/21 | 0.00 | 988.25 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5348AOC | 0248 4/24/21 | 0.00 | 272.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5345WHM | 0249 4/24/21 | 0.00 | 335.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5326ARE | 0249 4/24/21 | 0.00 | 351.75 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5326ARE | 0247 4/17/21 | 0.00 | 335.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5347ACP | 0247 4/17/21 | 0.00 | 65.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5358WRE | 0247 4/17/21 | 0.00 | 1,122.25 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5345WOC | 0246 4/17/21 | 0.00 | 68.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5347AHM | 0247 4/17/21 | 0.00 | 2,428.75 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5348AOC | 0246 4/17/21 | 0.00 | 204.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5345WHM | 0247 4/17/21 | 0.00 | 335.00 |
| 101000 | V143446 | 05/06/21 | 23839 | COMMUNITY ANGELS LLC | 5370AOC | 0246 4/17/21 | 0.00 | 102.00 |
| TOTAL CHECK | | | | | | | 0.00 | 9,187.00 |
| 101000 | V143447 | 05/06/21 | 24499 | RSINET, LLC | 7201 | 5734 4/11/21 | 0.00 | 360.00 |
| 101000 | V143448 | 05/06/21 | 26152 | SAM RIVERA | 5345WHD | 3/3-31/21 MILEAGE | 0.00 | 2.50 |
| 101000 | V143448 | 05/06/21 | 26152 | SAM RIVERA | 5348AHD | 3/3-31/21 MILEAGE | 0.00 | 43.78 |
| TOTAL CHECK | | | | | | | 0.00 | 46.28 |
| 101000 | V143449 | 05/06/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 64932 4/13/21 | 0.00 | 210.00 |
| 101000 | V143449 | 05/06/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65010 4/19/21 | 0.00 | 595.00 |
| 101000 | V143449 | 05/06/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 64970 4/15/21 | 0.00 | 70.00 |
| 101000 | V143449 | 05/06/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 64945 4/14/21 | 0.00 | 210.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,085.00 |
| 101000 | V143450 | 05/06/21 | 9663 | SCHLABACH SECURITY & SOU | 2670 | 82937 4/15/21 | 0.00 | 134.85 |
| 101000 | V143450 | 05/06/21 | 9663 | SCHLABACH SECURITY & SOU | 2670 | 81951 2/10/21 | 0.00 | 355.00 |
| 101000 | V143450 | 05/06/21 | 9663 | SCHLABACH SECURITY & SOU | 2670 | 81950 2/10/21 | 0.00 | 585.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,074.85 |
| 101000 | V143451 | 05/06/21 | 3317 | SEAN M GERRITS INC | 4102 | 49502 4/19/21 | 0.00 | 1,000.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143451 | 05/06/21 | 3317 | SEAN M GERRITS INC | 4102 | 49473 4/13/21 | 0.00 | 210.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,210.00 |
| 101000 | V143452 | 05/06/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0041715526 3/10/21 | 0.00 | 175.02 |
| 101000 | V143453 | 05/06/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 4590-3 4/19/21 | 0.00 | 28.53 |
| 101000 | V143453 | 05/06/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 4773-5 4/23/21 | 0.00 | 33.87 |
| TOTAL CHECK | | | | | | | 0.00 | 62.40 |
| 101000 | V143454 | 05/06/21 | 22936 | SITEONE LANDSCAPE SUPPLY | 5212 | 107621722-001 4/5/21 | 0.00 | 9,898.75 |
| 101000 | V143455 | 05/06/21 | 5470 | SANDY SONDHEIM | 5351A | 3/1-29/21 MILEAGE | 0.00 | 2.68 |
| 101000 | V143455 | 05/06/21 | 5470 | SANDY SONDHEIM | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 12.43 |
| 101000 | V143455 | 05/06/21 | 5470 | SANDY SONDHEIM | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 2.69 |
| TOTAL CHECK | | | | | | | 0.00 | 17.80 |
| 101000 | V143456 | 05/06/21 | 13351 | SONITROL OF N CENTRAL FL | 2670 | 108941 5/1/21 | 0.00 | 365.00 |
| 101000 | V143456 | 05/06/21 | 13351 | SONITROL OF N CENTRAL FL | 6212 | 108940 5/1/21 | 0.00 | 120.00 |
| TOTAL CHECK | | | | | | | 0.00 | 485.00 |
| 101000 | V143457 | 05/06/21 | 23566 | SOUTHERN PET SERVICES IN | 5106 | 807 4/26/21 | 0.00 | 70.00 |
| 101000 | V143458 | 05/06/21 | 1696 | SOUTHWEST FLORIDA WATER | 4116 | 21RE0000057 3/31/21 | 0.00 | 13,734.58 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2501 | A39/2S3846-20210415 | 0.00 | 184.45 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/223843-20210415 | 0.00 | 25.61 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 5106 | A39/2S3844-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2501 | A39/2R7005-20210316 | 0.00 | 184.45 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2501 | A39/2R7006-20210316 | 0.00 | 1.57 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/2R7004-20210316 | 0.00 | 47.19 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 7201 | A39/2R7005-20210316 | 0.00 | 52.70 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/2R7002-20210316 | 0.00 | 65.82 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/2R7003-20210316 | 0.00 | 289.85 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2R7006-20210316 | 0.00 | 2.01 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6212 | A39/2R7005-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 7201 | A39/2R7003-20210316 | 0.00 | 52.70 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2R7002-20210316 | 0.00 | 73.58 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4102 | A39/2R7004-20210316 | 0.00 | 85.78 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2R7004-20210316 | 0.00 | 0.06 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2R7002-20210316 | 0.00 | 25.92 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4150 | A39/2R7003-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2R7005-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2R7004-20210316 | 0.00 | 111.46 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2R7005-20210316 | 0.00 | 237.15 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6212 | A39/2R7003-20210316 | 0.00 | 553.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/2R7003-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2R7005-20210316 | 0.00 | 476.75 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4102 | A39/2R7003-20210316 | 0.00 | 131.75 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2R7003-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 5212 | A39/2R7003-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2122 | A39/2R7003-20210316 | 0.00 | 126.05 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2R7003-20210316 | 0.00 | 447.95 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2R7003-20210316 | 0.00 | 658.75 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/2S3845-20210415 | 0.00 | 0.89 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2501 | A39/2S3847-20210415 | 0.00 | 3.49 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2S3847-20210415 | 0.00 | 1.95 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/2S3845-20210415 | 0.00 | 47.26 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 7201 | A39/2S3846-20210415 | 0.00 | 52.70 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/223843-20210415 | 0.00 | 80.58 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/2S3844-20210415 | 0.00 | 289.85 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2S3847-20210415 | 0.00 | 0.10 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6212 | A39/2S3846-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 7201 | A39/2S3844-20210415 | 0.00 | 52.70 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4102 | A39/2S3845-20210415 | 0.00 | 85.52 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/223843-20210415 | 0.00 | 96.79 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2S3845-20210415 | 0.00 | 0.12 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2S3846-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4150 | A39/2S3844-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/223843-20210415 | 0.00 | 35.02 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2S3845-20210415 | 0.00 | 74.17 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2S3846-20210415 | 0.00 | 237.15 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6212 | A39/2S3844-20210415 | 0.00 | 553.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 6102 | A39/2S3844-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2S3846-20210415 | 0.00 | 474.30 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 4102 | A39/2S3844-20210415 | 0.00 | 131.75 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2440 | A39/2S3844-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 5212 | A39/2S3844-20210415 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2122 | A39/2S3844-20210415 | 0.00 | 126.05 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 9000 | A39/2S3844-20210415 | 0.00 | 447.95 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 2150 | A39/2S3844-20210415 | 0.00 | 658.75 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 5106 | A39/2R7003-20210316 | 0.00 | 26.35 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/2R7002-20210316 | 0.00 | 20.69 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 5106 | A39/2R7006-20210316 | 0.00 | 0.17 |
| 101000 | V143461 | 05/06/21 | 0549.1 | STATE OF FLORIDA | 3200 | A39/2R7004-20210316 | 0.00 | 0.63 |
| TOTAL CHECK | | | | | | | 0.00 | 7,675.73 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011435400 4/14/21 | 0.00 | 8.75 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2010809404 4/13/21 | 0.00 | 32.92 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2011157700 4/13/21 | 0.00 | 33.11 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2011307600 4/13/21 | 0.00 | 35.84 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2642982010 4/16/21 | 0.00 | 74.80 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2641510010 4/13/21 | 0.00 | 119.17 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 6102 | 2010101801 4/16/21 | 0.00 | 163.20 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2010048100 4/13/21 | 0.00 | 51.16 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011448200 4/26/21 | 0.00 | 14.19 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011448600 4/27/21 | 0.00 | 14.19 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2011365300 4/23/21 | 0.00 | 60.93 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 9603343101 4/27/21 | 0.00 | 78.72 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2710142511 4/22/21 | 0.00 | 53.24 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2680120011 4/22/21 | 0.00 | 41.30 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011317300 4/27/21 | 0.00 | 34.05 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2010169500 4/28/21 | 0.00 | 40.84 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2707641912 4/28/21 | 0.00 | 43.75 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2707697712 4/28/21 | 0.00 | 53.18 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2706070012 4/28/21 | 0.00 | 279.25 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2707250012 4/28/21 | 0.00 | 779.09 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 3200 | 2673030010 4/21/21 | 0.00 | 80.29 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 2501 | 2673040011 4/21/21 | 0.00 | 249.01 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2678665010 4/21/21 | 0.00 | 68.85 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 6102 | 2656322510 4/19/21 | 0.00 | 27.36 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7126 | 2010084801 4/19/21 | 0.00 | 334.87 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7106 | 2676935010 4/20/21 | 0.00 | 185.02 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 9000 | 2676976510 4/20/21 | 0.00 | 187.98 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 6102 | 2011181200 4/20/21 | 0.00 | 67.71 |
| 101000 | V143463 | 05/06/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 9602391702 4/19/21 | 0.00 | 74.96 |
| TOTAL CHECK | | | | | | | 0.00 | 3,287.73 |
| 101000 | V143464 | 05/06/21 | 8651 | SUNSHINE STATE ONE-CALL | 9000 | 0000201100 4/30/21 | 0.00 | 746.70 |
| 101000 | V143465 | 05/06/21 | 1919 | TEN-8 FIRE & SAFETY LLC | 3200 | IN891135 4/15/21 | 0.00 | 737.64 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-077 4/26/21 | 0.00 | 115.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-074 4/26/21 | 0.00 | 960.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304 | 2021-076 4/26/21 | 0.00 | 1,817.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-071 4/19/21 | 0.00 | 4,032.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-075 4/26/21 | 0.00 | 4,096.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-072 4/19/21 | 0.00 | 6,705.00 |
| 101000 | V143466 | 05/06/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-078 4/26/21 | 0.00 | 6,750.00 |
| TOTAL CHECK | | | | | | | 0.00 | 24,475.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 315.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 420.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 262.50 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 315.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 840.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 1,500.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 360.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 720.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013285 4/13/21 | 0.00 | 360.00 |
| 101000 | V143467 | 05/06/21 | 1894.2 | 3M TRAFFIC CONTROL MATER | 4102 | 9411013300 4/13/21 | 0.00 | 742.50 |
| TOTAL CHECK | | | | | | | 0.00 | 5,835.00 |
| 101000 | V143468 | 05/06/21 | 23797 | TRI-COUNTY LOCKSMITH | 2670 | 2282-INV 4/13/21 | 0.00 | 2,135.00 |
| 101000 | V143468 | 05/06/21 | 23797 | TRI-COUNTY LOCKSMITH | 2670 | 2229-INV 4/28/21 | 0.00 | 1,295.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,430.00 |
| 101000 | V143469 | 05/06/21 | 5012 | TRI-COUNTY OVERHEAD DOOR | 3200 | 102706 4/26/21 | 0.00 | 112.00 |
| 101000 | V143470 | 05/06/21 | 24908 | TRUEPOINT SOLUTIONS LLC | 3456 | 21-256 4/7/21 | 0.00 | 323.06 |
| 101000 | V143470 | 05/06/21 | 24908 | TRUEPOINT SOLUTIONS LLC | 2140 | 21-254 4/7/21 | 0.00 | 6,712.33 |
| 101000 | V143470 | 05/06/21 | 24908 | TRUEPOINT SOLUTIONS LLC | 2140 | 21-256 4/7/21 | 0.00 | 646.11 |
| 101000 | V143470 | 05/06/21 | 24908 | TRUEPOINT SOLUTIONS LLC | 3456 | 21-255 4/7/21 | 0.00 | 25,921.66 |
| TOTAL CHECK | | | | | | | 0.00 | 33,603.16 |
| 101000 | V143471 | 05/06/21 | 25223 | TTVRB INC | 4102 | 90964.1.1 4/12/21 | 0.00 | 48.93 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5106 | 915 1581006 4/21/21 | 0.00 | 43.47 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 2670 | 915 1580054 4/15/21 | 0.00 | 6.79 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5216 | 915 1582532 4/29/21 | 0.00 | 6.28 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1582532 4/29/21 | 0.00 | 12.47 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5219 | 915 1582532 4/29/21 | 0.00 | 24.00 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5217 | 915 1582532 4/29/21 | 0.00 | 33.68 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1582532 4/29/21 | 0.00 | 146.72 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 2675 | 915 1582484 4/29/21 | 0.00 | 141.93 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 2670 | 915 1582485 4/29/21 | 0.00 | 6.79 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5106 | 915 1582239 4/28/21 | 0.00 | 40.39 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 2675 | 915 1581247 4/22/21 | 0.00 | 177.13 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 2670 | 915 1581248 4/22/21 | 0.00 | 6.79 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5216 | 915 1581300 4/22/21 | 0.00 | 6.28 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1581300 4/22/21 | 0.00 | 12.47 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5219 | 915 1581300 4/22/21 | 0.00 | 24.00 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5217 | 915 1581300 4/22/21 | 0.00 | 33.68 |
| 101000 | V143472 | 05/06/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1581300 4/22/21 | 0.00 | 146.72 |
| TOTAL CHECK | | | | | | | 0.00 | 869.59 |
| 101000 | V143473 | 05/06/21 | 25262 | UNIVERSAL ENVIRONMENTAL | 5219 | IN0406932 4/26/21 | 0.00 | 75.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5347AHM | 0052A 4/29/21 | 0.00 | 4.25 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5345WHM | 0052 4/26/21 | 0.00 | 34.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5347AHM | 0052 4/26/21 | 0.00 | 442.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5347ACP | 0052 4/26/21 | 0.00 | 16.50 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5326ARE | 0052 4/26/21 | 0.00 | 85.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5345WCP | 0052 4/26/21 | 0.00 | 231.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5345WCP | 0051 4/20/21 | 0.00 | 132.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5345WHM | 0051 4/20/21 | 0.00 | 170.00 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5347ACP | 0051 4/20/21 | 0.00 | 16.50 |
| 101000 | V143474 | 05/06/21 | 25588 | VICEROY HOME SERVICES | 5347AHM | 0051 4/20/21 | 0.00 | 352.75 |
| TOTAL CHECK | | | | | | | 0.00 | 1,484.00 |
| 101000 | V143475 | 05/06/21 | 25313 | VIRGILIA RYAN | 5345WHD | 3/1-29/21 MILEAGE | 0.00 | 1.46 |
| 101000 | V143475 | 05/06/21 | 25313 | VIRGILIA RYAN | 5348AHD | 3/1-29/21 MILEAGE | 0.00 | 77.33 |
| 101000 | V143475 | 05/06/21 | 25313 | VIRGILIA RYAN | 5351A | 3/1-29/21 MILEAGE | 0.00 | 10.21 |
| TOTAL CHECK | | | | | | | 0.00 | 89.00 |
| 101000 | V143476 | 05/06/21 | 2034 | W W GRAINGER INC | 9000 | 9869443698 4/14/21 | 0.00 | 12.72 |
| 101000 | V143477 | 05/06/21 | 25322 | WASTE PRO USA INC | 4102 | 1438 4/16/21 | 0.00 | 770.00 |
| 101000 | V143478 | 05/06/21 | 20624 | WELLNESS SOLUTIONS INC | 5358WMS | 523326 4/25/21 | 0.00 | 161.50 |
| 101000 | V143479 | 05/06/21 | 2623 | WHETSTONE OIL CO INC | 5212 | 356067 4/22/21 | 0.00 | 2,644.03 |
| 101000 | V143479 | 05/06/21 | 2623 | WHETSTONE OIL CO INC | 5212 | 35419600 4/8/21 | 0.00 | 2,133.75 |
| 101000 | V143479 | 05/06/21 | 2623 | WHETSTONE OIL CO INC | 5212 | 354227 4/15/21 | 0.00 | 2,444.98 |
| TOTAL CHECK | | | | | | | 0.00 | 7,222.76 |
| 101000 | V143480 | 05/06/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 001871 01 4/13/21 | 0.00 | 74.77 |
| 101000 | V143480 | 05/06/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 002044 01 4/16/21 | 0.00 | 121.00 |
| 101000 | V143480 | 05/06/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 002139 01 4/20/21 | 0.00 | 27.14 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143480 | 05/06/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 001517 01 4/5/21 | 0.00 | 29.44 |
| TOTAL CHECK | | | | | | | 0.00 | 252.35 |
| 101000 | V143481 | 05/06/21 | 24562 | WRIGHT-PIERCE | 9000 | 0000212913 4/7/21 | 0.00 | 4,909.18 |
| 101000 | V143482 | 05/06/21 | 2150 | XEROX CORPORATION | 4104 | 012986122 4/1/21 | 0.00 | 207.93 |
| 101000 | V143482 | 05/06/21 | 2150 | XEROX CORPORATION | 4104 | 012986123 4/1/21 | 0.00 | 276.48 |
| TOTAL CHECK | | | | | | | 0.00 | 484.41 |
| 101000 | V143483 | 05/06/21 | 23160 | ZOETIS INC | 5106 | 9012984877 4/19/21 | 0.00 | 3,697.00 |
| 101000 | V143483 | 05/06/21 | 23160 | ZOETIS INC | 5106 | 9012984925 4/19/21 | 0.00 | 277.50 |
| 101000 | V143483 | 05/06/21 | 23160 | ZOETIS INC | 5106 | 9013069962 4/29/21 | 0.00 | 1,149.60 |
| TOTAL CHECK | | | | | | | 0.00 | 5,124.10 |
| 101000 | V143484 | 05/20/21 | 4337 | AAA ROOFING & SUPPLY, IN | 3110 | 27919 5/6/21 | 0.00 | 10,055.00 |
| 101000 | V143485 | 05/20/21 | 0030 | ACE HARDWARE CORP | 4102 | 036595/2 5/10/21 | 0.00 | 10.56 |
| 101000 | V143485 | 05/20/21 | 0030 | ACE HARDWARE CORP | 4102 | 036569/2 5/4/21 | 0.00 | 35.43 |
| TOTAL CHECK | | | | | | | 0.00 | 45.99 |
| 101000 | V143486 | 05/20/21 | 22923 | ADS WASTE HOLDINGS INC D | 5212 | P80001161046 4/30/21 | 0.00 | 113.19 |
| 101000 | V143486 | 05/20/21 | 22923 | ADS WASTE HOLDINGS INC D | 6102 | P80001160886 4/30/21 | 0.00 | 217.50 |
| TOTAL CHECK | | | | | | | 0.00 | 330.69 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5345WHM | 590 4/30/21 | 0.00 | 33.50 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5345WPC | 587 4/30/21 | 0.00 | 21.00 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5345WHM | 595 5/8/21 | 0.00 | 16.75 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5345WPC | 593 5/8/21 | 0.00 | 21.00 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5358WRE | 581 4/24/21 | 0.00 | 441.00 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5358WRE | 591 5/1/21 | 0.00 | 84.00 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5358WRE | 586 4/30/21 | 0.00 | 535.50 |
| 101000 | V143487 | 05/20/21 | 24121 | AINSLEY BECKFORD | 5358WRE | 592 5/8/21 | 0.00 | 546.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,698.75 |
| 101000 | V143488 | 05/20/21 | 0714 | AIRGAS USA LLC | 5216 | 9979677135 5/1/21 | 0.00 | 342.50 |
| 101000 | V143488 | 05/20/21 | 0714 | AIRGAS USA LLC | 4102 | 9112573424 5/27/21 | 0.00 | 44.58 |
| TOTAL CHECK | | | | | | | 0.00 | 387.08 |
| 101000 | V143489 | 05/20/21 | 21120 | ALLIANCE BUS GROUP INC | 5858AU | 910651 3/29/21 | 0.00 | 9,923.02 |
| 101000 | V143490 | 05/20/21 | 25135 | ALTA ENTERPRISES LLC | 5212 | SCN000449-14 5/3/21 | 0.00 | 846.00 |
| 101000 | V143490 | 05/20/21 | 25135 | ALTA ENTERPRISES LLC | 5212 | SCN000448-14 5/3/21 | 0.00 | 1,344.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,190.00 |
| 101000 | V143491 | 05/20/21 | 24064 | AMERICAN INFRASTRUCTURE | 5781D | CGC20003-07 5/4/21 | 0.00 | 24,314.40 |
| 101000 | V143492 | 05/20/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84407 5/14/21 | 0.00 | 1,043.70 |
| 101000 | V143492 | 05/20/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84335 5/6/21 | 0.00 | 7,305.90 |
| 101000 | V143492 | 05/20/21 | 22154 | AMERICAN PIPE & TANK INC | 9000 | 84435 5/18/21 | 0.00 | 975.00 |
| TOTAL CHECK | | | | | | | 0.00 | 9,324.60 |
| 101000 | V143493 | 05/20/21 | 24724 | ANDREW WOOD INC | 2790 | 403917 5/1/21 | 0.00 | 100.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143493 | 05/20/21 | 24724 | ANDREW WOOD INC | 2790 | 403917 5/1/21 | 0.00 | 800.00 |
| TOTAL CHECK | | | | | | | 0.00 | 900.00 |
| 101000 | V143494 | 05/20/21 | 13256 | APPLIED AQUATIC MANAGEME | 6304 | 193461 4/30/21 | 0.00 | 220.00 |
| 101000 | V143495 | 05/20/21 | 24561 | AQUA TRIANGLE 1 CORP | 6102 | 111702 5/13/21 | 0.00 | 645.30 |
| 101000 | V143496 | 05/20/21 | 15609 | ATHENS TECHNICAL SPECIAL | 4102 | INV107600 4/28/21 | 0.00 | 628.78 |
| 101000 | V143497 | 05/20/21 | 2193 | BAKER DISTRIBUTING LLC | 2670 | CB07376 5/14/21 | 0.00 | 146.22 |
| 101000 | V143498 | 05/20/21 | 25749 | BARBARA J TATE | 3110 | Morrissey May 21 | 0.00 | 899.62 |
| 101000 | V143499 | 05/20/21 | 15286 | BELL & ROPER PA | 2103 | 66164 5/12/21 | 0.00 | 90.00 |
| 101000 | V143499 | 05/20/21 | 15286 | BELL & ROPER PA | 8100 | 66162 5/12/21 | 0.00 | 1,947.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,037.00 |
| 101000 | V143500 | 05/20/21 | 10090 | BENNETT FIRE PRODUCTS CO | 3200 | 51421-1 5/14/21 | 0.00 | 5,551.00 |
| 101000 | V143501 | 05/20/21 | 26322 | BETSY K SCHWARTZ | 5345WHD | 3/15-4/26/21 MILEAGE | 0.00 | 1.69 |
| 101000 | V143501 | 05/20/21 | 26322 | BETSY K SCHWARTZ | 5351A | 3/15-4/26/21 MILEAGE | 0.00 | 1.27 |
| 101000 | V143501 | 05/20/21 | 26322 | BETSY K SCHWARTZ | 5348YHD | 3/15-4/26/21 MILEAGE | 0.00 | 14.40 |
| TOTAL CHECK | | | | | | | 0.00 | 17.36 |
| 101000 | V143502 | 05/20/21 | 12475 | MARY BLAKLEY | 5379X | 1/8-3/12/21 MILEAGE | 0.00 | 23.04 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 2100H | 84054822 5/10/21 | 0.00 | 364.60 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84048064 5/4/21 | 0.00 | 153.24 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84048063 5/4/21 | 0.00 | 683.58 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 2100H | 83984333 3/10/21 | 0.00 | 145.84 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 2100H | 83984334 3/10/21 | 0.00 | 200.53 |
| 101000 | V143503 | 05/20/21 | 8070 | BOUND TREE MEDICAL | 3200 | 84029967 4/19/21 | 0.00 | 477.07 |
| TOTAL CHECK | | | | | | | 0.00 | 2,024.86 |
| 101000 | V143504 | 05/20/21 | 24950 | BOZARD FORD COMPANY | 9000 | 192218 5/3/21 | 0.00 | 28,487.00 |
| 101000 | V143505 | 05/20/21 | 13462 | BROWN FUNERAL HOME & CRE | 5350 | WILLIAMS 233-21 | 0.00 | 500.00 |
| 101000 | V143505 | 05/20/21 | 13462 | BROWN FUNERAL HOME & CRE | 5350 | CLARK 40-21 | 0.00 | 650.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,150.00 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4170 5/3/21 | 0.00 | 557.50 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4170 5/3/21 | 0.00 | 55.77 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4170 5/3/21 | 0.00 | 474.05 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4170 5/3/21 | 0.00 | 25.35 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4169 5/3/21 | 0.00 | 304.20 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4169 5/3/21 | 0.00 | 152.10 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4169 5/3/21 | 0.00 | 50.70 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4169 5/3/21 | 0.00 | 25.35 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 557.50 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 167.31 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 55.77 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 474.05 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 167.31 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4118 4/30/21 | 0.00 | 25.35 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 304.20 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 202.80 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 152.10 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 50.70 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 25.35 |
| 101000 | V143506 | 05/20/21 | 24680 | BUNCH LAWN CARE LLC | 4102 | 4117 4/30/21 | 0.00 | 25.35 |
| TOTAL CHECK | | | | | | | 0.00 | 3,852.81 |
| 101000 | V143507 | 05/20/21 | 19917 | DEBRA R BURDEN | 9000 | FIN MILEAGE 5/12/21 | 0.00 | 25.28 |
| 101000 | V143508 | 05/20/21 | 22210 | ALBERT BURKETT | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 14.91 |
| 101000 | V143508 | 05/20/21 | 22210 | ALBERT BURKETT | 5351A | 4/5-26/21 MILEAGE | 0.00 | 1.61 |
| 101000 | V143508 | 05/20/21 | 22210 | ALBERT BURKETT | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 4.84 |
| TOTAL CHECK | | | | | | | 0.00 | 21.36 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 9600 | 8309 5/3/21 | 0.00 | 1,515.90 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 9600 | 8324 5/3/21 | 0.00 | 182.85 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 7490 | 8329 5/3/21 | 0.00 | 201.25 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 9000 | 8331 5/3/21 | 0.00 | 143.75 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 9000 | 8330 5/3/21 | 0.00 | 1,361.62 |
| 101000 | V143509 | 05/20/21 | 10463 | BURRELL ENGINEERING INC | 9000 | 8330 5/3/21 | 0.00 | 5,550.00 |
| TOTAL CHECK | | | | | | | 0.00 | 8,955.37 |
| 101000 | V143510 | 05/20/21 | 0274 | CASA | 5110 | APR 2021 ALLOCATION | 0.00 | 1,007.66 |
| 101000 | V143511 | 05/20/21 | 0328 | CENTRAL MATERIALS COMPAN | 4102 | 3184 4/30/21 | 0.00 | 1,295.42 |
| 101000 | V143511 | 05/20/21 | 0328 | CENTRAL MATERIALS COMPAN | 4102 | 3181 4/30/21 | 0.00 | 13,594.47 |
| TOTAL CHECK | | | | | | | 0.00 | 14,889.89 |
| 101000 | V143512 | 05/20/21 | 5803 | CHANNEL INNOVATIONS CORP | 3200 | 11935 5/10/21 | 0.00 | 1,300.00 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 6304U | 4083969149 5/11/21 | 0.00 | 28.79 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 9124880168 3/21/21 | 0.00 | -3.71 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 9124880170 3/21/21 | 0.00 | -3.71 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 9124880174 3/21/21 | 0.00 | -3.71 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 9124880175 3/21/21 | 0.00 | -3.67 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4150 | 4083969176 5/11/21 | 0.00 | 95.45 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 4083969137 5/11/21 | 0.00 | 81.62 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 9000 | 4083969399 5/11/21 | 0.00 | 385.04 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 4083258093 5/4/21 | 0.00 | 81.62 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 9000 | 4083258566 5/4/21 | 0.00 | 558.70 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4150 | 4083258007 5/4/21 | 0.00 | 95.45 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 4102 | 4082576999 4/27/21 | 0.00 | 81.62 |
| 101000 | V143513 | 05/20/21 | 21283 | CINTAS CORPORATION #148 | 6304U | 4083258035 5/4/21 | 0.00 | 28.79 |
| TOTAL CHECK | | | | | | | 0.00 | 1,422.28 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1423 4/22/21 | 0.00 | 2,698.00 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1420 4/14/21 | 0.00 | 883.55 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1424 4/29/21 | 0.00 | 2,120.54 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1422 4/14/21 | 0.00 | 706.85 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 5212 | 1425 4/30/21 | 0.00 | 4,947.90 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1421 4/14/21 | 0.00 | 706.85 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1304 4/21/21 | 0.00 | 257.97 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1284 3/23/21 | 0.00 | 377.96 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1291 4/7/21 | 0.00 | 419.96 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1303 4/19/21 | 0.00 | 671.93 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1289 4/5/21 | 0.00 | 755.92 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1308 4/27/21 | 0.00 | 881.91 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1300 4/12/21 | 0.00 | 973.91 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 4102 | 1287 3/30/21 | 0.00 | 1,897.82 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1301 4/20/21 | 0.00 | 83.99 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1292 4/12/21 | 0.00 | 83.99 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1286 3/31/21 | 0.00 | 293.97 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1281 3/15/21 | 0.00 | 293.97 |
| 101000 | V143514 | 05/20/21 | 22508 | CIRCLE T SOD FARMS INC | 9000 | 1305 4/27/21 | 0.00 | 293.97 |
| TOTAL CHECK | | | | | | | 0.00 | 19,350.96 |
| 101000 | V143515 | 05/20/21 | 23705 | CITRUS CO FIRE RESCUE EX | 809 | FF MAY DONATIONS | 0.00 | 10.00 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62454 4/14/21 | 0.00 | 22.21 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62455 4/14/21 | 0.00 | 48.89 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62334 4/1/21 | 0.00 | 81.07 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62335 4/1/21 | 0.00 | 341.98 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62409 4/12/21 | 0.00 | 12.89 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62327 3/31/21 | 0.00 | 130.00 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62501 4/28/21 | 0.00 | 130.00 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62611 5/3/21 | 0.00 | 91.48 |
| 101000 | V143516 | 05/20/21 | 0356 | CITRUS COUNTY CHAMBER OF | 2122 | 62610 5/3/21 | 0.00 | 397.69 |
| TOTAL CHECK | | | | | | | 0.00 | 1,256.21 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3441 | 220453 RENEWAL | 0.00 | 182.51 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 5746X | 12973571 4/29/21 | 0.00 | 58.21 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 00103CC 071-827770 | 0.00 | 93.48 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 7201 | 12974356 5/6/21 | 0.00 | 18.92 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2440 | 12974355 5/6/21 | 0.00 | 12.95 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 12974499 5/10/21 | 0.00 | 32.36 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 0010706 071-827770 | 0.00 | 87.16 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 0010708 071-827770 | 0.00 | 99.80 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 00107BV 071-827770 | 0.00 | 99.80 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 00106ZU 071-827770 | 0.00 | 99.80 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12973392 4/16/21 | 0.00 | 19.42 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12974109 5/3/21 | 0.00 | 16.44 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12974301 5/5/21 | 0.00 | 41.82 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2101 | 12974297 5/5/21 | 0.00 | 45.80 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 3200 | 12973815 4/27/21 | 0.00 | 14.44 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2781 | 00104JZ 071-225975 | 0.00 | 68.20 |
| 101000 | V143517 | 05/20/21 | 0377.1 | CITRUS COUNTY CHRONICLE | 2440 | 12973887 4/28/21 | 0.00 | 12.95 |
| TOTAL CHECK | | | | | | | 0.00 | 1,004.06 |
| 101000 | V143518 | 05/20/21 | 4889 | CITRUS COUNTY ASSOCIATIO | 5765 | 559376 4/30/21 | 0.00 | 290.00 |
| 101000 | V143518 | 05/20/21 | 4889 | CITRUS COUNTY ASSOCIATIO | 5358WOC | 559362 4/30/21 | 0.00 | 894.00 |
| 101000 | V143518 | 05/20/21 | 4889 | CITRUS COUNTY ASSOCIATIO | 5326ARE | 559360 4/30/21 | 0.00 | 1,687.56 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143518 | 05/20/21 | 4889 | CITRUS COUNTY ASSOCIATIO | 5191FDC | 559361 4/30/21 | 0.00 | 1,829.69 |
| TOTAL CHECK | | | | | | | 0.00 | 4,701.25 |
| 101000 | V143519 | 05/20/21 | 0389 | CITY OF CRYSTAL RIVER | 6102 | 1090094310 4/30/21 | 0.00 | 888.36 |
| 101000 | V143519 | 05/20/21 | 0389 | CITY OF CRYSTAL RIVER | 6102 | 1150800030 4/14/21 | 0.00 | 20.85 |
| 101000 | V143519 | 05/20/21 | 0389 | CITY OF CRYSTAL RIVER | 6212 | 1070000300 4/6/21 | 0.00 | 350.89 |
| 101000 | V143519 | 05/20/21 | 0389 | CITY OF CRYSTAL RIVER | 6212 | 1070000400 4/6/21 | 0.00 | 10.13 |
| TOTAL CHECK | | | | | | | 0.00 | 1,270.23 |
| 101000 | V143520 | 05/20/21 | 0390 | CITY OF INVERNESS | 7201 | 1030229000 4/30/21 | 0.00 | 11.55 |
| 101000 | V143520 | 05/20/21 | 0390 | CITY OF INVERNESS | 7201 | 1030233000 4/30/21 | 0.00 | 39.48 |
| TOTAL CHECK | | | | | | | 0.00 | 51.03 |
| 101000 | V143521 | 05/20/21 | 3078 | CLEAN HARBORS ENVIRONMEN | 5219 | 1003709263 4/19/21 | 0.00 | 8,302.42 |
| 101000 | V143522 | 05/20/21 | 24672 | COMMERCIAL FENCE LLC | 7201 | 2020-1169 5/3/21 | 0.00 | 3,745.00 |
| 101000 | V143523 | 05/20/21 | 11027 | CORE & MAIN | 9400 | O095747 4/23/21 | 0.00 | 53,487.36 |
| 101000 | V143523 | 05/20/21 | 11027 | CORE & MAIN | 9000 | O132028 4/28/21 | 0.00 | 676.00 |
| TOTAL CHECK | | | | | | | 0.00 | 54,163.36 |
| 101000 | V143524 | 05/20/21 | 12990.3 | CORECIVIC OF TENNESSEE, | 001 | 5380/5387 4/19/21 | 0.00 | -21,490.00 |
| 101000 | V143524 | 05/20/21 | 12990.3 | CORECIVIC OF TENNESSEE, | 2101A | 5380/5387 4/19/21 | 0.00 | 242,053.80 |
| 101000 | V143524 | 05/20/21 | 12990.3 | CORECIVIC OF TENNESSEE, | 2101A | 5380/5387 4/19/21 | 0.00 | 1,063,661.76 |
| TOTAL CHECK | | | | | | | 0.00 | 1,284,225.56 |
| 101000 | V143525 | 05/20/21 | 24516 | CROWNE CONSULTING GROUP | 8000 | 101396 5/3/21 | 0.00 | 17,526.00 |
| 101000 | V143526 | 05/20/21 | 0477 | CRYSTAL RIVER QUARRIES I | 2675 | 9682 4/30/21 | 0.00 | 20.25 |
| 101000 | V143527 | 05/20/21 | 5719 | MICHAEL G CZERWINSKI, P. | 9000 | 3332 5/14/21 | 0.00 | 3,097.50 |
| 101000 | V143528 | 05/20/21 | 2839 | DALY & ZILCH (FLORIDA) I | 2670 | 21808-97 5/17/21 | 0.00 | 12,312.50 |
| 101000 | V143528 | 05/20/21 | 2839 | DALY & ZILCH (FLORIDA) I | 2670 | 21808-101 5/10/21 | 0.00 | 14,599.00 |
| TOTAL CHECK | | | | | | | 0.00 | 26,911.50 |
| 101000 | V143529 | 05/20/21 | 9767 | DATA FLOW SYSTEMS, INC | 9000 | 85940 5/4/21 | 0.00 | 877.00 |
| 101000 | V143530 | 05/20/21 | 4898.1 | DEL ZOTTO PRODUCTS OF FL | 4102 | 98717 4/27/21 | 0.00 | 8,700.00 |
| 101000 | V143531 | 05/20/21 | 18064.1 | DELL MARKETING | 5703-602 | 10484161770 4/29/21 | 0.00 | 665.28 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5345WHD | 3/1-24/21 MILEAGE | 0.00 | 11.70 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5345WHD | 4/1-21/21 MILEAGE | 0.00 | 11.41 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5345WHD | 3/25-31/21 MILEAGE | 0.00 | 2.87 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5345WHD | 4/22-30/21 MILEAGE | 0.00 | 3.53 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5351A | 4/22-30/21 MILEAGE | 0.00 | 10.60 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5348YHD | 4/22-30/21 MILEAGE | 0.00 | 45.95 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5348YHD | 3/1-24/21 MILEAGE | 0.00 | 48.45 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5351A | 3/25-31/21 MILEAGE | 0.00 | 8.62 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5351A | 3/1-24/21 MILEAGE | 0.00 | 28.41 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5351A | 4/1-21/21 MILEAGE | 0.00 | 49.45 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5348YHD | 3/25-31/21 MILEAGE | 0.00 | 20.11 |
| 101000 | V143532 | 05/20/21 | 25301 | DONNA RATLIFF | 5348YHD | 4/1-21/21 MILEAGE | 0.00 | 77.98 |
| TOTAL CHECK | | | | | | | 0.00 | 319.08 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2675 5/12/21 | 0.00 | 129.40 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2666 5/12/21 | 0.00 | 260.54 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2675 5/12/21 | 0.00 | 194.10 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2666 5/12/21 | 0.00 | 279.15 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2676 5/12/21 | 0.00 | 57.15 |
| 101000 | V143533 | 05/20/21 | 7364 | EARNEST MAIL CONSULTING | 2440 | 2676 5/12/21 | 0.00 | 38.10 |
| TOTAL CHECK | | | | | | | 0.00 | 958.44 |
| 101000 | V143534 | 05/20/21 | 26471 | EDWARD ISAACS | 5379X | 1/16-3/6/21 MILEAGE | 0.00 | 38.40 |
| 101000 | V143535 | 05/20/21 | 7943 | STEPHEN P EVANS | 5379X | 4/1-29/21 MILEAGE | 0.00 | 20.16 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5348AOC | 21-127 5/4/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5358WOC | 21-128 5/4/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5390W | 21-124 5/4/21 | 0.00 | 34.50 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5358WRE | 21-122 5/4/21 | 0.00 | 350.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5326ARE | 21-126 5/4/21 | 0.00 | 415.63 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5347AHM | 21-125 5/4/21 | 0.00 | 810.75 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WHM | 21-123 5/4/21 | 0.00 | 832.31 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5347AHM | 21-132 5/4/21 | 0.00 | 38.81 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WOC | 21-128 5/4/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5347APC | 21-125 5/4/21 | 0.00 | 228.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WPC | 21-123 5/4/21 | 0.00 | 327.75 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5348AOC | 21-128 5/4/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5347AHM | 21-139 5/11/21 | 0.00 | 733.13 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WHM | 21-137 5/11/21 | 0.00 | 767.63 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5358WOC | 21-141 5/11/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5390W | 21-138 5/11/21 | 0.00 | 69.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5326ARE | 21-140 5/11/21 | 0.00 | 328.13 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5358WRE | 21-136 5/11/21 | 0.00 | 415.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WCP | 21-137 5/11/21 | 0.00 | 50.25 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5348AOC | 21-141 5/11/21 | 0.00 | 68.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WOC | 21-141 5/11/21 | 0.00 | 34.00 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5347APC | 21-139 5/11/21 | 0.00 | 166.25 |
| 101000 | V143537 | 05/20/21 | 7507 | FAMILY LIFE CARE INC | 5345WPC | 21-137 5/11/21 | 0.00 | 247.00 |
| TOTAL CHECK | | | | | | | 0.00 | 6,086.14 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1893987 5/4/21 | 0.00 | 48.00 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1892963-2 5/5/21 | 0.00 | 3,542.10 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1894042 4/28/21 | 0.00 | 576.00 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1892963-1 4/28/21 | 0.00 | 1,413.00 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1894041 4/26/21 | 0.00 | 6,583.50 |
| 101000 | V143538 | 05/20/21 | 6665 | FERGUSON ENTERPRISES INC | 9000 | 1890840 4/26/21 | 0.00 | 8,265.60 |
| TOTAL CHECK | | | | | | | 0.00 | 20,428.20 |
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 8150 | 164785024 5/1/21 | 0.00 | 61.60 |
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 809 | 1012850 JUNE 21 | 0.00 | 11.32 |
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 809 | 1012850 JUNE 21 | 0.00 | 169.80 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 809 | 1012850 JUNE 21 | 0.00 | 504.78 |
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 809 | 1012850 JUNE 21 | 0.00 | 765.44 |
| 101000 | V143539 | 05/20/21 | 23642 | FIDELITY SECURITY LIFE I | 809 | 1012850 JUNE 21 | 0.00 | 1,171.62 |
| TOTAL CHECK | | | | | | | 0.00 | 2,684.56 |
| 101000 | V143540 | 05/20/21 | 21383 | GERALD FINNER | 5379X | 4/6-27/21 MILEAGE | 0.00 | 15.36 |
| 101000 | V143540 | 05/20/21 | 21383 | GERALD FINNER | 5348YHD | 4/6-27/21 MILEAGE | 0.00 | 13.09 |
| 101000 | V143540 | 05/20/21 | 21383 | GERALD FINNER | 5351A | 4/6-27/21 MILEAGE | 0.00 | 2.75 |
| 101000 | V143540 | 05/20/21 | 21383 | GERALD FINNER | 5345WHD | 4/6-27/21 MILEAGE | 0.00 | 2.41 |
| TOTAL CHECK | | | | | | | 0.00 | 33.61 |
| 101000 | V143541 | 05/20/21 | 6866 | FL DEPARTMENT OF JUVENIL | 3340 | 202105-9 5/5/21 | 0.00 | 21,055.00 |
| 101000 | V143542 | 05/20/21 | 0359 | FLORIDA DEPARTMENT OF HE | 5348AHD | FIS0521-03 5/14/21 | 0.00 | 75.00 |
| 101000 | V143542 | 05/20/21 | 0359 | FLORIDA DEPARTMENT OF HE | 5370ACO | FIS0521-03 5/14/21 | 0.00 | 225.00 |
| TOTAL CHECK | | | | | | | 0.00 | 300.00 |
| 101000 | V143543 | 05/20/21 | 9373 | FLORIDA NORTHERN RAILROA | 4102 | RRF2212567 7/1/21 | 0.00 | 1,800.00 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5301827 5/11/21 | 0.00 | 59.40 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5292499 5/13/21 | 0.00 | 14,772.00 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5262462 4/8/21 | 0.00 | 5,458.20 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5262444 5/10/21 | 0.00 | 4,750.94 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5262467 5/7/21 | 0.00 | 7,057.08 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5300888 5/13/21 | 0.00 | 197.87 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5251685 5/11/21 | 0.00 | 6,013.46 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5284641 4/29/21 | 0.00 | 7,561.26 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5266066 4/29/21 | 0.00 | 139.82 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5287163 4/29/21 | 0.00 | 9,670.50 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5259710 4/8/21 | 0.00 | 5,990.40 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5266072 4/20/21 | 0.00 | 168.00 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5287592 4/28/21 | 0.00 | 290.34 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5284021 4/27/21 | 0.00 | 711.64 |
| 101000 | V143544 | 05/20/21 | 21982 | FORTILINE INC | 9000 | 5278795 4/28/21 | 0.00 | 2,498.00 |
| TOTAL CHECK | | | | | | | 0.00 | 65,338.91 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5351A | C00092400004302021 | 0.00 | 1,258.00 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5351A | C00092400004302021 | 0.00 | 718.25 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5900E | C00092400004302021 | 0.00 | 161.50 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5389WOC | C00092400004302021 | 0.00 | 170.00 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5345WHD | C00092400004302021 | 0.00 | 297.50 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5345WHD | C00092400004302021 | 0.00 | 2,201.50 |
| 101000 | V143545 | 05/20/21 | 3263 | GA FOOD SERVICE INC | 5370ACO | C00092400004302021 | 0.00 | 10,280.75 |
| TOTAL CHECK | | | | | | | 0.00 | 15,087.50 |
| 101000 | V143546 | 05/20/21 | 24607 | GAI CONSULTANTS INC | 5782G | 2162156 4/30/21 | 0.00 | 150.00 |
| 101000 | V143546 | 05/20/21 | 24607 | GAI CONSULTANTS INC | 5780A | 2162156 4/30/21 | 0.00 | 1,350.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,500.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 220.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 25.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 140.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 10.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 90.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 10.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 80.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 20.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 220.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 25.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 50.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 20.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 260.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 20.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 80.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 20.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 150.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 40.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 400.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 75.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 300.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 40.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 50.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 20.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 75.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 30.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 25.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34562 5/11/21 | 0.00 | 10.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 2675 | 34529 4/25/21 | 0.00 | 2,120.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34578 5/17/21 | 0.00 | 2,450.00 |
| 101000 | V143547 | 05/20/21 | 22809 | GAMCO PROPERTIES III, IN | 4102 | 34578 5/17/21 | 0.00 | 405.00 |
| TOTAL CHECK | | | | | | | 0.00 | 7,480.00 |
| 101000 | V143548 | 05/20/21 | 20834.1 | GATOR GYPSUM INC | 2670 | 40036290-00 5/10/21 | 0.00 | 4,118.02 |
| 101000 | V143549 | 05/20/21 | 15939 | GEHRING GROUP PROFESSION | 8000 | 99C10 3/1/21 | 0.00 | 17,500.00 |
| 101000 | V143550 | 05/20/21 | 17696 | GENSET SERVICES INC | 2670 | 151931 5/5/21 | 0.00 | 1,182.91 |
| 101000 | V143550 | 05/20/21 | 17696 | GENSET SERVICES INC | 2670 | 152078 5/10/21 | 0.00 | 12,620.63 |
| 101000 | V143550 | 05/20/21 | 17696 | GENSET SERVICES INC | 2670 | 151915 5/4/21 | 0.00 | 785.00 |
| TOTAL CHECK | | | | | | | 0.00 | 14,588.54 |
| 101000 | V143551 | 05/20/21 | 26374 | GEORGE & KAREN LEWIS | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 9.88 |
| 101000 | V143551 | 05/20/21 | 26374 | GEORGE & KAREN LEWIS | 5351A | 4/5-26/21 MILEAGE | 0.00 | 1.41 |
| 101000 | V143551 | 05/20/21 | 26374 | GEORGE & KAREN LEWIS | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 29.65 |
| TOTAL CHECK | | | | | | | 0.00 | 40.94 |
| 101000 | V143552 | 05/20/21 | 24495 | GLOBAL TIRE RECYCLING OF | 5218 | 36899 4/28/21 | 0.00 | 1,117.00 |
| 101000 | V143552 | 05/20/21 | 24495 | GLOBAL TIRE RECYCLING OF | 5218 | 36924 5/7/21 | 0.00 | 2,182.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,299.00 |
| 101000 | V143553 | 05/20/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2670 | 592211 5/3/21 | 0.00 | 23.18 |
| 101000 | V143553 | 05/20/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2670 | 592136 4/30/21 | 0.00 | 26.91 |
| 101000 | V143553 | 05/20/21 | 0832 | GOLDEN X PLUMBING SUPPLY | 2670 | 592212 5/3/21 | 0.00 | 98.60 |
| TOTAL CHECK | | | | | | | 0.00 | 148.69 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9894111476 5/7/21 | 0.00 | 31.81 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9894272476 5/7/21 | 0.00 | 41.76 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9894272484 5/7/21 | 0.00 | 67.68 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9892471377 5/6/21 | 0.00 | 96.54 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9892471369 5/6/21 | 0.00 | 134.43 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9894555847 5/7/21 | 0.00 | 156.65 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9895998244 5/10/21 | 0.00 | 40.98 |
| 101000 | V143554 | 05/20/21 | 5930 | GRAINGER INDUSTRIAL INC | 2670 | 9889716594 5/4/21 | 0.00 | 297.15 |
| TOTAL CHECK | | | | | | | 0.00 | 867.00 |
| 101000 | V143555 | 05/20/21 | 4729 | GRAYBAR ELECTRICAL CO IN | 2670 | 9321091022 4/20/21 | 0.00 | 402.00 |
| 101000 | V143556 | 05/20/21 | 21112 | SALLY GREINER | 5348YHD | 4/5-19/21 MILEAGE | 0.00 | 3.81 |
| 101000 | V143556 | 05/20/21 | 21112 | SALLY GREINER | 5345WHD | 4/5-19/21 MILEAGE | 0.00 | 1.53 |
| TOTAL CHECK | | | | | | | 0.00 | 5.34 |
| 101000 | V143557 | 05/20/21 | 16816 | GROUPLINK CORPORATION | 5703-602 | 2021-04-09-25015 4/9/2 | 0.00 | 314.11 |
| 101000 | V143558 | 05/20/21 | 19266.1 | GUARDIAN COMMUNITY RESOU | 5746X | M3023 5/6/21 | 0.00 | 3,750.00 |
| 101000 | V143559 | 05/20/21 | 2715 | GUARDIAN MEDICAL MONITOR | 5390W | 20079 4/30/21 | 0.00 | 331.20 |
| 101000 | V143559 | 05/20/21 | 2715 | GUARDIAN MEDICAL MONITOR | 5347AEM | 20080-T 4/30/21 | 0.00 | 196.40 |
| 101000 | V143559 | 05/20/21 | 2715 | GUARDIAN MEDICAL MONITOR | 5345WEM | 20080-C 4/30/21 | 0.00 | 295.32 |
| TOTAL CHECK | | | | | | | 0.00 | 822.92 |
| 101000 | V143560 | 05/20/21 | 18161 | HANCOCK BANK | 9000 | 37313 4/21/21 | 0.00 | 500.00 |
| 101000 | V143561 | 05/20/21 | 16951 | HANCOCK FARM & SEED COMP | 5212 | 70961 5/11/21 | 0.00 | 4,825.62 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4934724 5/11/21 | 0.00 | 142.50 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4934731 5/11/21 | 0.00 | 954.25 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930079 5/4/21 | 0.00 | 74.10 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930077 5/4/21 | 0.00 | 74.10 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930078 5/4/21 | 0.00 | 159.60 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930076 5/4/21 | 0.00 | 353.40 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930080 5/4/21 | 0.00 | 456.00 |
| 101000 | V143562 | 05/20/21 | 10186 | HAWKINS INC | 9000 | 4930092 5/4/21 | 0.00 | 954.25 |
| TOTAL CHECK | | | | | | | 0.00 | 3,168.20 |
| 101000 | V143563 | 05/20/21 | 16632 | HD SUPPLY FACILITIES MAI | 2670 | 1800595402 12/3/20 | 0.00 | -2.04 |
| 101000 | V143563 | 05/20/21 | 16632 | HD SUPPLY FACILITIES MAI | 2670 | 9191406686 5/10/21 | 0.00 | 29.74 |
| TOTAL CHECK | | | | | | | 0.00 | 27.70 |
| 101000 | V143564 | 05/20/21 | 0928 | HELENA AGRI-ENTERPRISES | 2675 | 119502811 5/10/21 | 0.00 | 1,643.00 |
| 101000 | V143565 | 05/20/21 | 1699 | HENRY SCHEIN INC | 3200 | 93357254 5/5/21 | 0.00 | 264.05 |
| 101000 | V143566 | 05/20/21 | 22349 | DORIS HERP | 5345WHD | 3/12-4/30/21 MILEAGE | 0.00 | 1.68 |
| 101000 | V143566 | 05/20/21 | 22349 | DORIS HERP | 5348YHD | 3/12-4/30/21 MILEAGE | 0.00 | 58.84 |
| TOTAL CHECK | | | | | | | 0.00 | 60.52 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143567 | 05/20/21 | 26267 | HOLLY DAVIS | 2109 | FIN MILEAGE 5/12/21 | 0.00 | 19.49 |
| 101000 | V143567 | 05/20/21 | 26267 | HOLLY DAVIS | 2109 | FIN MILEAGE 5/7/21 | 0.00 | 77.61 |
| 101000 | V143567 | 05/20/21 | 26267 | HOLLY DAVIS | 2109 | FIN MILEAGE 5/3/21 | 0.00 | 39.69 |
| 101000 | V143567 | 05/20/21 | 26267 | HOLLY DAVIS | 2109 | FIN TOLLS 5/3/21 | 0.00 | 2.14 |
| 101000 | V143567 | 05/20/21 | 26267 | HOLLY DAVIS | 2109 | FIN TOLLS 5/7/21 | 0.00 | 5.08 |
| TOTAL CHECK | | | | | | | 0.00 | 144.01 |
| 101000 | V143568 | 05/20/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | 011214/1032420 5/11/21 | 0.00 | 66.88 |
| 101000 | V143568 | 05/20/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | 007154/5970083 5/7/21 | 0.00 | 81.27 |
| 101000 | V143568 | 05/20/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | 030373/2024503 4/30/21 | 0.00 | 12.67 |
| 101000 | V143568 | 05/20/21 | 13156 | HOME DEPOT STORE #6332 | 2675 | 029260/3974716 4/29/21 | 0.00 | 358.95 |
| TOTAL CHECK | | | | | | | 0.00 | 519.77 |
| 101000 | V143569 | 05/20/21 | 3156 | HOWARD FERTILIZER & CHEM | 2675 | CIN-000455132 4/30/21 | 0.00 | 129.44 |
| 101000 | V143569 | 05/20/21 | 3156 | HOWARD FERTILIZER & CHEM | 2675 | CIN-000455133 4/30/21 | 0.00 | 300.00 |
| TOTAL CHECK | | | | | | | 0.00 | 429.44 |
| 101000 | V143570 | 05/20/21 | 25263 | INTERNATIONAL CITY MANAG | 809 | BOARD #301238 | 0.00 | 2,300.00 |
| 101000 | V143571 | 05/20/21 | 21024 | IDEXX DISTRIBUTION INC | 5106 | 0421115086 4/30/21 | 0.00 | 2,331.61 |
| 101000 | V143572 | 05/20/21 | 4997 | INTEGRITY CONSULTING GRO | 5212 | 191 5/3/21 | 0.00 | 70.00 |
| 101000 | V143573 | 05/20/21 | 24070 | INVOICE CLOUD INC | 5106 | 1795-2021_4 4/30/21 | 0.00 | 70.00 |
| 101000 | V143573 | 05/20/21 | 24070 | INVOICE CLOUD INC | 9000 | 1271-2021_4 4/30/21 | 0.00 | 4,137.95 |
| TOTAL CHECK | | | | | | | 0.00 | 4,207.95 |
| 101000 | V143574 | 05/20/21 | 17471 | JACK OVERDORFF | 9000X | 444 5/4/21 | 0.00 | 1,250.00 |
| 101000 | V143574 | 05/20/21 | 17471 | JACK OVERDORFF | 9000W | 444 5/4/21 | 0.00 | 1,250.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,500.00 |
| 101000 | V143575 | 05/20/21 | 20808 | JACK R PIERCE | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 39.16 |
| 101000 | V143576 | 05/20/21 | 21615 | CYNTHIA JOACHIM | 5345WHD | 4/5-28/21 MILEAGE | 0.00 | 7.41 |
| 101000 | V143576 | 05/20/21 | 21615 | CYNTHIA JOACHIM | 5348YHD | 4/5-28/21 MILEAGE | 0.00 | 62.46 |
| TOTAL CHECK | | | | | | | 0.00 | 69.87 |
| 101000 | V143577 | 05/20/21 | 25453 | JOHN TRAFALSKI | 5351A | 4/7-28/21 MILEAGE | 0.00 | 1.51 |
| 101000 | V143577 | 05/20/21 | 25453 | JOHN TRAFALSKI | 5348YHD | 4/7-28/21 MILEAGE | 0.00 | 13.55 |
| 101000 | V143577 | 05/20/21 | 25453 | JOHN TRAFALSKI | 5345WHD | 4/7-28/21 MILEAGE | 0.00 | 4.52 |
| TOTAL CHECK | | | | | | | 0.00 | 19.58 |
| 101000 | V143578 | 05/20/21 | 8910 | JOHNS EASTERN COMPANY, I | 8100 | 05292021 5/29/21 | 0.00 | 18,875.00 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 9000U2 | 247134 4/16/21 | 0.00 | 8,435.25 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 9000M1 | 0247137 4/16/21 | 0.00 | 8,959.14 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 9000P1 | 247138 4/16/21 | 0.00 | 65,396.57 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 5215 | 0247136 4/16/21 | 0.00 | 1,316.25 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 5216 | 0247135 4/16/21 | 0.00 | 4,635.18 |
| 101000 | V143579 | 05/20/21 | 9785 | JONES, EDMUNDS & ASSOCIA | 5215 | 0247139 4/16/21 | 0.00 | 7,990.00 |
| TOTAL CHECK | | | | | | | 0.00 | 96,732.39 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143580 | 05/20/21 | 23004 | IVAN JONES | 5348YHD | 4/29/21 MILEAGE | 0.00 | 9.35 |
| 101000 | V143581 | 05/20/21 | 2554 | KANE'S ACE HARDWARE | 9000 | 66686/1 5/6/21 | 0.00 | 74.15 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6102 | 272949011 4/30/21 | 0.00 | 136.28 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6102 | 272949011 4/30/21 | 0.00 | 158.41 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 5212 | 272787551 4/30/21 | 0.00 | 123.15 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 9000 | 272954678 4/30/21 | 0.00 | 265.55 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 2670 | 272788047 4/30/21 | 0.00 | 44.55 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272609622 4/20/21 | 0.00 | 31.04 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272609537 4/20/21 | 0.00 | 49.01 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272609477 4/20/21 | 0.00 | 49.01 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272609825 4/20/21 | 0.00 | 49.01 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272609630 4/20/21 | 0.00 | 49.01 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6304 | 272788501 4/30/21 | 0.00 | 51.83 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955283 4/30/21 | 0.00 | 125.63 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955350 4/30/21 | 0.00 | 105.13 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955811 4/30/21 | 0.00 | 105.13 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955817 4/30/21 | 0.00 | 80.60 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955282 4/30/21 | 0.00 | 125.63 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955645 4/30/21 | 0.00 | 105.13 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955817 4/30/21 | 0.00 | 12.83 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955645 4/30/21 | 0.00 | 30.46 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955811 4/30/21 | 0.00 | 50.65 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955350 4/30/21 | 0.00 | 63.26 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955283 4/30/21 | 0.00 | 92.24 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 6212 | 272955282 4/30/21 | 0.00 | 106.02 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 8000 | 272791214 4/30/21 | 0.00 | 49.01 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 9000 | 272795683 4/30/21 | 0.00 | 125.00 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 9000 | 272788915 4/30/21 | 0.00 | 282.29 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 4150 | 272804049 4/30/21 | 0.00 | 131.27 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 4103 | 272788810 4/30/21 | 0.00 | 73.38 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 2101 | 272790477 4/30/21 | 0.00 | 516.51 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 2125 | 272787892 4/30/21 | 0.00 | 270.43 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 2125 | 272805993 4/30/21 | 0.00 | 84.21 |
| 101000 | V143583 | 05/20/21 | 17052 | KONICA MINOLTA BUSINESS | 2107 | 272788500 4/30/21 | 0.00 | 194.72 |
| TOTAL CHECK | | | | | | | 0.00 | 3,736.38 |
| 101000 | V143584 | 05/20/21 | 22298 | KATHY KOVANDA | 5379X | 3/2-4/27/21 MILEAGE | 0.00 | 28.16 |
| 101000 | V143585 | 05/20/21 | 2590 | KRONOS INC | 3200 | 11755798 4/29/21 | 0.00 | 465.00 |
| 101000 | V143586 | 05/20/21 | 7476 | LASER ACTION PLUS INC | 5703-602 | IN137360 5/1/21 | 0.00 | 54.77 |
| 101000 | V143587 | 05/20/21 | 21782 | MEL LOCKWOOD | 5351A | 4/5-26/21 MILEAGE | 0.00 | 4.50 |
| 101000 | V143587 | 05/20/21 | 21782 | MEL LOCKWOOD | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 38.22 |
| TOTAL CHECK | | | | | | | 0.00 | 42.72 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5345WPC | 62668 5/4/21 | 0.00 | 114.00 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5358WRE | 62668 5/4/21 | 0.00 | 600.00 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5347AHM | 62668 5/4/21 | 0.00 | 100.50 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5345WRE | 62668 5/4/21 | 0.00 | 33.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5345WRE | 62646 4/27/21 | 0.00 | 33.00 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5358WRE | 62646 4/27/21 | 0.00 | 600.00 |
| 101000 | V143588 | 05/20/21 | 24345 | LOVING CARE IN HOME SERV | 5345WPC | 62646 4/27/21 | 0.00 | 114.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,594.50 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 9000 | 15598 5/12/21 | 0.00 | -9.49 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 9000 | 01468 5/5/21 | 0.00 | 238.81 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2675 | 01916 5/12/21 | 0.00 | 15.36 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 9000 | 09092 5/12/21 | 0.00 | 9.49 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 9000 | 15600 5/12/21 | 0.00 | 9.49 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 01735 5/17/21 | 0.00 | 102.04 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 02872 5/12/21 | 0.00 | 327.38 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 08058 5/12/21 | 0.00 | 17.09 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 02635 5/11/21 | 0.00 | 36.07 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 02270 5/4/21 | 0.00 | 12.30 |
| 101000 | V143589 | 05/20/21 | 7032 | LOWE'S INVERNESS | 2670 | 06295 5/4/21 | 0.00 | 12.32 |
| TOTAL CHECK | | | | | | | 0.00 | 770.86 |
| 101000 | V143590 | 05/20/21 | 22027 | LAWRENCE MACE | 5351A | 4/5-26/21 MILEAGE | 0.00 | 9.55 |
| 101000 | V143590 | 05/20/21 | 22027 | LAWRENCE MACE | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 81.19 |
| 101000 | V143590 | 05/20/21 | 22027 | LAWRENCE MACE | 5345WHD | 4/5-26/21 MILEAGE | 0.00 | 7.16 |
| TOTAL CHECK | | | | | | | 0.00 | 97.90 |
| 101000 | V143591 | 05/20/21 | 20974 | MADDEN PREPRINT MEDIA LL | 2122 | 2021-007212 3/31/21 | 0.00 | 9,000.00 |
| 101000 | V143591 | 05/20/21 | 20974 | MADDEN PREPRINT MEDIA LL | 2122 | 2021-007213 3/31/21 | 0.00 | 23,606.35 |
| 101000 | V143591 | 05/20/21 | 20974 | MADDEN PREPRINT MEDIA LL | 2122 | 2021-007214 3/31/21 | 0.00 | 5,400.00 |
| TOTAL CHECK | | | | | | | 0.00 | 38,006.35 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T10907 4/26/21 | 0.00 | 470.00 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T11000 5/12/21 | 0.00 | 2,898.75 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T10999 5/12/21 | 0.00 | 5,679.50 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T11004 5/12/21 | 0.00 | 10,900.00 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T11005 5/12/21 | 0.00 | 10,900.00 |
| 101000 | V143592 | 05/20/21 | 18516 | MADER ELECTRIC MOTORS, I | 9400 | T11003 5/12/21 | 0.00 | 11,594.00 |
| TOTAL CHECK | | | | | | | 0.00 | 42,442.25 |
| 101000 | V143593 | 05/20/21 | 5718 | MASSEY SERVICES INC | 9000X | 8094766-050621 5/6/21 | 0.00 | 480.00 |
| 101000 | V143593 | 05/20/21 | 5718 | MASSEY SERVICES INC | 9000W | 8094766-050621 5/6/21 | 0.00 | 480.00 |
| TOTAL CHECK | | | | | | | 0.00 | 960.00 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23005386 4/5/21 | 0.00 | 3.03 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23160201 4/8/21 | 0.00 | 13.75 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23160054 4/8/21 | 0.00 | 18.74 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23010832 4/5/21 | 0.00 | 22.37 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23171815 4/8/21 | 0.00 | 39.16 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23038669 4/5/21 | 0.00 | 91.05 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 00263739 4/5/21 | 0.00 | 101.94 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23078799 4/6/21 | 0.00 | 246.93 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 22580930 3/22/21 | 0.00 | 261.39 |
| 101000 | V143594 | 05/20/21 | 22221 | MCKESSON MEDICAL-SURGICA | 8000 | 23342057 4/13/21 | 0.00 | 268.44 |
| TOTAL CHECK | | | | | | | 0.00 | 1,066.80 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143595 | 05/20/21 | 6218.1 | MCKIM & CREED INC | 9000 | 172631 5/3/21 | 0.00 | 1,378.12 |
| 101000 | V143596 | 05/20/21 | 14175 | ANN MCPARTLAND | 5379X | 4/1-29/21 MILEAGE | 0.00 | 10.24 |
| 101000 | V143597 | 05/20/21 | 21987 | MEADOWCREST COMMUNITY AS | 2101 | JUN 2021 POA FEE | 0.00 | 545.93 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 2,234.40 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 5,865.00 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 3,948.00 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 670.32 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 446.88 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 282.24 |
| 101000 | V143598 | 05/20/21 | 11420 | METAL CULVERTS | 4102 | CW-38361 5/10/21 | 0.00 | 470.40 |
| TOTAL CHECK | | | | | | | 0.00 | 13,917.24 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500389748 5/4/21 | 0.00 | 22.49 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500110366 4/30/21 | 0.00 | -12.74 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500405898 5/7/21 | 0.00 | 127.44 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500405899 5/7/21 | 0.00 | 429.89 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500422902 5/10/21 | 0.00 | 65.22 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500377013 4/30/21 | 0.00 | 17.24 |
| 101000 | V143599 | 05/20/21 | 17685 | MIDWEST TAPE LLC | 6212 | 500355615 4/26/21 | 0.00 | 43.48 |
| TOTAL CHECK | | | | | | | 0.00 | 693.02 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170206 4/29/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 168532 2/20/21 | 0.00 | 90.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170085 4/23/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170094 4/24/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170100 4/24/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 3440 | 170158 4/27/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 2670 | 170186 4/29/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 3200 | 170189 4/29/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 3440 | 170200 4/29/21 | 0.00 | 90.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4104 | 170299 5/4/21 | 0.00 | 85.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170354 5/7/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170356 5/7/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170395 5/8/21 | 0.00 | 100.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170328 5/5/21 | 0.00 | 90.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 4102 | 170192 4/29/21 | 0.00 | 90.00 |
| 101000 | V143600 | 05/20/21 | 12725 | MILITARY OUTLET, INC | 2675 | 170312 5/4/21 | 0.00 | 100.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,545.00 |
| 101000 | V143601 | 05/20/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 122 4/26/21 | 0.00 | 63.00 |
| 101000 | V143601 | 05/20/21 | 26399 | MONK'S MOWING AND TREE T | 7201 | 123 4/26/21 | 0.00 | 80.50 |
| TOTAL CHECK | | | | | | | 0.00 | 143.50 |
| 101000 | V143602 | 05/20/21 | 23637 | MUNICIPAL EMERGENCY SERV | 3200 | IN1574040 4/29/21 | 0.00 | 2,602.85 |
| 101000 | V143603 | 05/20/21 | 24947 | MUNICIPAL EQUIPMENT COMP | 3220 | 423267-00 5/17/21 | 0.00 | 104,480.00 |
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32920897 5/13/21 | 0.00 | 142.88 |
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32910586 5/13/21 | 0.00 | 206.30 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32848648 5/11/21 | 0.00 | 90.92 |
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32746461 5/6/21 | 0.00 | 216.37 |
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32703523 5/5/21 | 0.00 | 804.28 |
| 101000 | V143604 | 05/20/21 | 21170 | MWI VETERINARY SUPPLY CO | 5106 | 32746462 5/6/21 | 0.00 | 8.25 |
| TOTAL CHECK | | | | | | | 0.00 | 1,469.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7135 | 1529 5/5/21 | 0.00 | 165.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7137 | 1529 5/5/21 | 0.00 | 165.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7131 | 1529 5/5/21 | 0.00 | 165.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7134 | 1529 5/5/21 | 0.00 | 82.50 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7139 | 1529 5/5/21 | 0.00 | 82.50 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 7132 | 1529 5/5/21 | 0.00 | 165.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1530 5/6/21 | 0.00 | 820.80 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1530 5/6/21 | 0.00 | 34.20 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 150.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 50.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1532 5/13/21 | 0.00 | 500.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1532 5/13/21 | 0.00 | 75.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 450.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 100.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 400.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 100.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 50.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 25.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 50.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 25.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1532 5/13/21 | 0.00 | 25.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1532 5/13/21 | 0.00 | 15.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 200.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 100.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 100.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1531 5/12/21 | 0.00 | 25.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 3225 | 1536 5/18/21 | 0.00 | 85.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 3200 | 1536 5/18/21 | 0.00 | 519.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 3225 | 1528 5/4/21 | 0.00 | 85.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 3200 | 1528 5/4/21 | 0.00 | 519.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1525 4/28/21 | 0.00 | 4,305.60 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1525 4/28/21 | 0.00 | 113.40 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1527 4/30/21 | 0.00 | 5,544.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1527 4/30/21 | 0.00 | 68.40 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1526 4/30/21 | 0.00 | 450.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1526 4/30/21 | 0.00 | 300.00 |
| 101000 | V143605 | 05/20/21 | 22605 | MWM LAWN AND LANDSCAPE L | 4102 | 1526 4/30/21 | 0.00 | 100.00 |
| TOTAL CHECK | | | | | | | 0.00 | 16,209.40 |
| 101000 | V143606 | 05/20/21 | 8986 | NABORS GIBLIN & NICKERSO | 4105 | 253-21050-01 HJE 4/26/ | 0.00 | 3,500.00 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087335 5/6/21 | 0.00 | 8.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087294 5/6/21 | 0.00 | 16.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087326 5/6/21 | 0.00 | 34.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087292 5/6/21 | 0.00 | 35.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087309 5/6/21 | 0.00 | 41.02 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087310 5/6/21 | 0.00 | 48.46 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087295 5/6/21 | 0.00 | 58.46 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087334 5/6/21 | 0.00 | 75.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087307 5/6/21 | 0.00 | 76.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087293 5/6/21 | 0.00 | 80.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087251 5/6/21 | 0.00 | 91.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087346 5/6/21 | 0.00 | 107.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087308 5/6/21 | 0.00 | 126.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087311 5/6/21 | 0.00 | 169.02 |
| 101000 | V143607 | 05/20/21 | 6420 | NORTH AMERICAN FIRE EQUI | 3200 | 1087312 5/6/21 | 0.00 | 199.02 |
| TOTAL CHECK | | | | | | | 0.00 | 1,164.18 |
| 101000 | V143608 | 05/20/21 | 2494.1 | NATIONWIDE RETIREMENT SO | 809 | BOARD #0037159 | 0.00 | 4,981.48 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5345WHM | 0029 5/7/21 | 0.00 | 1,045.00 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5345WPC | 0029 5/7/21 | 0.00 | 401.50 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5345WRE | 0029 5/7/21 | 0.00 | 643.50 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5347AHM | 0029 5/7/21 | 0.00 | 99.00 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5345WCP | 0029 5/7/21 | 0.00 | 374.00 |
| 101000 | V143609 | 05/20/21 | 25989 | NATURE COAST AT-HOME SER | 5358WRE | 0029 5/7/21 | 0.00 | 170.50 |
| TOTAL CHECK | | | | | | | 0.00 | 2,733.50 |
| 101000 | V143610 | 05/20/21 | 1344 | NATURE COAST EMERGENCY M | 5105 | BOCC-9 5/12/21 | 0.00 | 70,551.92 |
| 101000 | V143610 | 05/20/21 | 1344 | NATURE COAST EMERGENCY M | 001 | BOCC-9 5/12/21 | 0.00 | -16,600.00 |
| 101000 | V143610 | 05/20/21 | 1344 | NATURE COAST EMERGENCY M | 171 | BOCC-9 5/12/21 | 0.00 | -540.33 |
| 101000 | V143610 | 05/20/21 | 1344 | NATURE COAST EMERGENCY M | 001B | BOCC-9 5/12/21 | 0.00 | -10,142.33 |
| 101000 | V143610 | 05/20/21 | 1344 | NATURE COAST EMERGENCY M | 001B | BOCC-9 5/12/21 | 0.00 | -10,114.92 |
| TOTAL CHECK | | | | | | | 0.00 | 33,154.34 |
| 101000 | V143611 | 05/20/21 | 1044 | NUTRIEN AG SOLUTIONS, IN | 6304 | 44947919 4/26/21 | 0.00 | 10,594.20 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359875 4/29/21 | 0.00 | 323.05 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359874 4/29/21 | 0.00 | 325.00 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359873 4/29/21 | 0.00 | 845.00 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 359872 4/29/21 | 0.00 | 1,300.00 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 360644 5/7/21 | 0.00 | 268.45 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 360643 5/7/21 | 0.00 | 328.25 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 360641 5/7/21 | 0.00 | 934.70 |
| 101000 | V143612 | 05/20/21 | 13277 | ODYSSEY MANUFACTURING CO | 9000 | 360642 5/7/21 | 0.00 | 1,428.70 |
| TOTAL CHECK | | | | | | | 0.00 | 5,753.15 |
| 101000 | V143613 | 05/20/21 | 8126 | ONE REAL ESTATE INC | 2101 | 1130077 5/14/21 | 0.00 | 914.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421286 5/12/21 | 0.00 | 10.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421214 5/12/21 | 0.00 | 10.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421266 5/12/21 | 0.00 | 30.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421270 5/12/21 | 0.00 | 30.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421285 5/12/21 | 0.00 | 30.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421015 5/11/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421028 5/11/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421030 5/11/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421031 5/11/21 | 0.00 | 18.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421037 5/11/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421013 5/11/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421039 5/11/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421038 5/11/21 | 0.00 | 61.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420798 5/10/21 | 0.00 | 38.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420833 5/10/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420863 5/10/21 | 0.00 | 64.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420476 5/7/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420318 5/6/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420409 5/6/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420401 5/6/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420352 5/6/21 | 0.00 | 570.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420212 5/6/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421720 5/14/21 | 0.00 | 10.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422095 5/17/21 | 0.00 | 15.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422093 5/17/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421557 5/13/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421558 5/13/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422128 5/17/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422195 5/17/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422196 5/17/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421699 5/14/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421700 5/14/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421460 5/13/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421456 5/13/21 | 0.00 | 40.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421457 5/13/21 | 0.00 | 60.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421961 5/17/21 | 0.00 | 60.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135422127 5/17/21 | 0.00 | 64.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421458 5/13/21 | 0.00 | 130.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421701 5/14/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135421703 5/14/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420073 5/5/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419629 5/3/21 | 0.00 | 260.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419691 5/3/21 | 0.00 | 15.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419696 5/3/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419699 5/3/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419897 5/4/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419893 5/4/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419756 5/4/21 | 0.00 | 30.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419757 5/4/21 | 0.00 | 30.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419697 5/3/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419698 5/3/21 | 0.00 | 41.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419631 5/3/21 | 0.00 | 48.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419896 5/4/21 | 0.00 | 64.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420539 5/7/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420540 5/7/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420477 5/7/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420480 5/7/21 | 0.00 | 20.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420620 5/7/21 | 0.00 | 70.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420079 5/5/21 | 0.00 | 10.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419943 5/5/21 | 0.00 | 18.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419944 5/5/21 | 0.00 | 18.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420097 5/5/21 | 0.00 | 70.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135420075 5/5/21 | 0.00 | 70.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419996 5/5/21 | 0.00 | 390.00 |
| 101000 | V143617 | 05/20/21 | 8285 | PACE ANALYTICAL SERVICES | 9000 | 2135419883 5/4/21 | 0.00 | 450.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,555.00 |
| 101000 | V143618 | 05/20/21 | 16787 | PAFF TREE SERVICE LLC | 9000 | TS-5392 5/17/21 | 0.00 | 500.00 |
| 101000 | V143618 | 05/20/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5394 5/13/21 | 0.00 | 477.00 |
| 101000 | V143618 | 05/20/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5388 5/10/21 | 0.00 | 400.00 |
| 101000 | V143618 | 05/20/21 | 16787 | PAFF TREE SERVICE LLC | 4102 | TS-5378 5/10/21 | 0.00 | 499.72 |
| TOTAL CHECK | | | | | | | 0.00 | 1,876.72 |
| 101000 | V143619 | 05/20/21 | 1434 | PAVE-RITE INC | 4102 | 2100.28 4/20/21 | 0.00 | 800.00 |
| 101000 | V143620 | 05/20/21 | 24742 | PERSONAL RESPONSE CORPOR | 5347AEM | 0019 TITLE3B 4/1/21 | 0.00 | 988.90 |
| 101000 | V143620 | 05/20/21 | 24742 | PERSONAL RESPONSE CORPOR | 5390W | 0019 HOPE 3/1/21 | 0.00 | 381.00 |
| 101000 | V143620 | 05/20/21 | 24742 | PERSONAL RESPONSE CORPOR | 5345WEM | 0024 CCE 4/1/21 | 0.00 | 532.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,901.90 |
| 101000 | V143621 | 05/20/21 | 23980 | PETDATA | 5106 | 9678 4/30/21 | 0.00 | 2,654.50 |
| 101000 | V143622 | 05/20/21 | 3449 | PETROLEUM TRADERS CORPOR | 550 | 1656481 5/5/21 | 0.00 | 12,247.45 |
| 101000 | V143622 | 05/20/21 | 3449 | PETROLEUM TRADERS CORPOR | 550 | 1655574 5/5/21 | 0.00 | 7,179.60 |
| TOTAL CHECK | | | | | | | 0.00 | 19,427.05 |
| 101000 | V143623 | 05/20/21 | 24506 | PHILIP WATSON | 2991 | FIN MEALS 5/2-6/21 | 0.00 | 6.00 |
| 101000 | V143624 | 05/20/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 85580 4/8/21 | 0.00 | 260.00 |
| 101000 | V143624 | 05/20/21 | 16782 | PIPER FIRE PROTECTION IN | 2670 | 85796 4/8/21 | 0.00 | 260.00 |
| 101000 | V143624 | 05/20/21 | 16782 | PIPER FIRE PROTECTION IN | 6212 | 85591 4/8/21 | 0.00 | 200.00 |
| TOTAL CHECK | | | | | | | 0.00 | 720.00 |
| 101000 | V143625 | 05/20/21 | 13127 | PITNEY BOWES | 6212 | 3104701353 4/25/21 | 0.00 | 339.27 |
| 101000 | V143626 | 05/20/21 | 23200 | POINT RECOGNITION LTD | 2107 | PR008162 4/30/21 | 0.00 | 386.49 |
| 101000 | V143627 | 05/20/21 | 11064 | POLYDYNE INC | 9000 | 1540910 5/5/21 | 0.00 | 3,437.50 |
| 101000 | V143627 | 05/20/21 | 11064 | POLYDYNE INC | 9000 | 1540779 5/5/21 | 0.00 | 1,125.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,562.50 |
| 101000 | V143628 | 05/20/21 | 23701 | PROFESSIONAL FIREFIGHTER | 809 | MAY 20 DED DUES | 0.00 | 2,175.00 |
| 101000 | V143629 | 05/20/21 | 11585 | PUBLIC RISK INSURANCE AG | 450 | 74401 5/17/21 | 0.00 | 175,010.00 |
| 101000 | V143629 | 05/20/21 | 11585 | PUBLIC RISK INSURANCE AG | 9000 | 74401 5/17/21 | 0.00 | 87,505.00 |
| TOTAL CHECK | | | | | | | 0.00 | 262,515.00 |
| 101000 | V143630 | 05/20/21 | 26458 | R2 UNITIED TECHNOLOGIES | 6212 | 26531 5/7/21 | 0.00 | 20.42 |
| 101000 | V143630 | 05/20/21 | 26458 | R2 UNITIED TECHNOLOGIES | 6212V | 26531 5/7/21 | 0.00 | 5,959.00 |
| TOTAL CHECK | | | | | | | 0.00 | 5,979.42 |
| 101000 | V143631 | 05/20/21 | 25450 | REBEKAH WHITMORE | 4150 | REIMB SAFETY SHOES | 0.00 | 100.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143632 | 05/20/21 | 23532 | TERRY REED | 2991 | FIN MEALS 5/2-6/21 | 0.00 | 6.00 |
| 101000 | V143633 | 05/20/21 | 25540 | REINHARD HUSSEL & SUSAN | 5345WHD | 4/7-28/21 MILEAGE | 0.00 | 2.46 |
| 101000 | V143633 | 05/20/21 | 25540 | REINHARD HUSSEL & SUSAN | 5348YHD | 4/7-28/21 MILEAGE | 0.00 | 13.33 |
| 101000 | V143633 | 05/20/21 | 25540 | REINHARD HUSSEL & SUSAN | 5351A | 4/7-28/21 MILEAGE | 0.00 | 2.46 |
| TOTAL CHECK | | | | | | | 0.00 | 18.25 |
| 101000 | V143634 | 05/20/21 | 20525 | RESEARCH DATA SERVICES I | 2122 | 21-3285 5/1/21 | 0.00 | 3,111.11 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774042 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774027 4/30/21 | 0.00 | 1,068.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774041 4/30/21 | 0.00 | 1,362.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774028 4/30/21 | 0.00 | 1,362.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774035 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774034 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774033 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774032 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774030 4/30/21 | 0.00 | 582.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774038 4/30/21 | 0.00 | 882.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774037 4/30/21 | 0.00 | 966.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774029 4/30/21 | 0.00 | 1,068.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774036 4/30/21 | 0.00 | 1,272.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774031 4/30/21 | 0.00 | 1,272.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774040 4/30/21 | 0.00 | 1,362.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 2670 | 01WE6774039 4/30/21 | 0.00 | 1,362.00 |
| 101000 | V143635 | 05/20/21 | 1615.2 | RING POWER CORPORATION | 8100 | 38PL6754765 4/27/21 | 0.00 | 1,548.00 |
| TOTAL CHECK | | | | | | | 0.00 | 17,016.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5358WRE | 0251 4/30/21 | 0.00 | 452.25 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5347AHM | 0253 5/1/21 | 0.00 | 167.50 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5347AHM | 0251 4/30/21 | 0.00 | 2,110.50 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5345WHM | 0251 4/30/21 | 0.00 | 335.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5347ACP | 0251 4/30/21 | 0.00 | 65.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5326ARE | 0251 4/30/21 | 0.00 | 368.50 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5345WOC | 0250 4/30/21 | 0.00 | 68.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5370AOC | 0250 4/30/21 | 0.00 | 68.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5348AOC | 0250 4/30/21 | 0.00 | 238.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5348AOC | 0252 5/1/21 | 0.00 | 34.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5358WRE | 0255 5/8/21 | 0.00 | 787.25 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5345WOC | 0254 5/8/21 | 0.00 | 68.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5348AOC | 0254 5/8/21 | 0.00 | 204.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5345WHM | 0255 5/8/21 | 0.00 | 284.75 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5370AOC | 0254 5/8/21 | 0.00 | 68.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5347AHM | 0255 5/8/21 | 0.00 | 2,060.25 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5347ACP | 0255 5/8/21 | 0.00 | 65.00 |
| 101000 | V143636 | 05/20/21 | 23839 | COMMUNITY ANGELS LLC | 5326ARE | 0255 5/8/21 | 0.00 | 368.50 |
| TOTAL CHECK | | | | | | | 0.00 | 7,812.50 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 9000 | 65301 5/12/21 | 0.00 | 100.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 9000 | 65285 5/11/21 | 0.00 | 200.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 9000 | 65264 5/10/21 | 0.00 | 319.30 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65267 5/10/21 | 0.00 | 140.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65224 5/5/21 | 0.00 | 140.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65289 5/11/21 | 0.00 | 140.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65303 5/12/21 | 0.00 | 140.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65083 4/26/21 | 0.00 | 45.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65098 4/27/21 | 0.00 | 280.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65124 4/28/21 | 0.00 | 420.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65182 5/3/21 | 0.00 | 280.00 |
| 101000 | V143637 | 05/20/21 | 2447 | SAND LAND OF FLORIDA ENT | 4102 | 65204 5/4/21 | 0.00 | 70.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,274.30 |
| 101000 | V143638 | 05/20/21 | 9663 | SCHLABACH SECURITY & SOU | 6102 | 83373 5/14/21 | 0.00 | 226.98 |
| 101000 | V143639 | 05/20/21 | 23930 | SCOTT SCHULTZ | 5348YHD | 4/28/21 MILEAGE | 0.00 | 3.11 |
| 101000 | V143639 | 05/20/21 | 23930 | SCOTT SCHULTZ | 5345WHD | 4/28/21 MILEAGE | 0.00 | 3.12 |
| 101000 | V143639 V | 05/20/21 | 23930 | SCOTT SCHULTZ | 5345WHD | 4/28/21 MILEAGE | 0.00 | -3.12 |
| 101000 | V143639 V | 05/20/21 | 23930 | SCOTT SCHULTZ | 5348YHD | 4/28/21 MILEAGE | 0.00 | -3.11 |
| TOTAL CHECK | | | | | | | 0.00 | 0.00 |
| 101000 | V143640 | 05/20/21 | 25302 | SCOTT SCHNETTLER | 3440 | FIN MILEAGE 5/6-7/21 | 0.00 | 82.15 |
| 101000 | V143641 | 05/20/21 | 3317 | SEAN M GERRITS INC | 4102 | 49585 5/10/21 | 0.00 | 140.00 |
| 101000 | V143641 | 05/20/21 | 3317 | SEAN M GERRITS INC | 4102 | 49562 5/3/21 | 0.00 | 420.00 |
| 101000 | V143641 | 05/20/21 | 3317 | SEAN M GERRITS INC | 4102 | 49527 4/26/21 | 0.00 | 560.00 |
| 101000 | V143641 | 05/20/21 | 3317 | SEAN M GERRITS INC | 5212 | 49565 4/30/21 | 0.00 | 12,220.00 |
| TOTAL CHECK | | | | | | | 0.00 | 13,340.00 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0042099208 4/23/21 | 0.00 | 85.36 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0042153696 4/30/21 | 0.00 | 1,070.35 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0041888808 3/30/21 | 0.00 | 186.30 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0042091292 4/13/21 | 0.00 | 339.27 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0042126151 4/27/21 | 0.00 | 80.93 |
| 101000 | V143642 | 05/20/21 | 21331 | SERVICEWEAR APPAREL INC | 4102 | 0042147569 4/29/21 | 0.00 | 1,202.27 |
| TOTAL CHECK | | | | | | | 0.00 | 2,964.48 |
| 101000 | V143643 | 05/20/21 | 24966 | SHELBY CRANE SERVICE INC | 2670 | 8545 5/11/21 | 0.00 | 567.00 |
| 101000 | V143644 | 05/20/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 5802-1 5/14/21 | 0.00 | 356.00 |
| 101000 | V143644 | 05/20/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 5671-0 5/11/21 | 0.00 | 164.35 |
| 101000 | V143644 | 05/20/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 5137-2 4/30/21 | 0.00 | 114.78 |
| 101000 | V143644 | 05/20/21 | 1738 | SHERWIN WILLIAMS STORE 2 | 2670 | 5319-6 5/4/21 | 0.00 | 85.89 |
| TOTAL CHECK | | | | | | | 0.00 | 721.02 |
| 101000 | V143645 | 05/20/21 | 23566 | SOUTHERN PET SERVICES IN | 5106 | 811 5/5/21 | 0.00 | 105.00 |
| 101000 | V143646 | 05/20/21 | 23664 | STROUD ENGINEERING CONSU | 9000 | 220-0119-28 5/4/21 | 0.00 | 2,717.10 |
| 101000 | V143646 | 05/20/21 | 23664 | STROUD ENGINEERING CONSU | 9000 | 220-0120-09 5/4/21 | 0.00 | 2,060.52 |
| 101000 | V143646 | 05/20/21 | 23664 | STROUD ENGINEERING CONSU | 9000G | 220-0117-15 4/30/21 | 0.00 | 2,247.00 |
| 101000 | V143646 | 05/20/21 | 23664 | STROUD ENGINEERING CONSU | 9000E | 220-0420-05 4/30/21 | 0.00 | 2,842.50 |
| TOTAL CHECK | | | | | | | 0.00 | 9,867.12 |
| 101000 | V143647 | 05/20/21 | 21201 | MARY STROUD | 5348YHD | 4/5-27/21 MILEAGE | 0.00 | 63.64 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011435400 5/13/21 | 0.00 | 8.10 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 5106 | 2641500010 5/10/21 | 0.00 | 196.58 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 5106 | 2010123300 5/10/21 | 0.00 | 624.67 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 5106 | 2641402510 5/10/21 | 0.00 | 766.90 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2010809404 5/10/21 | 0.00 | 35.10 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 5106 | 2641490010 5/10/21 | 0.00 | 122.26 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 3200 | 2010041400 5/13/21 | 0.00 | 31.83 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 3200 | 2010041300 5/13/21 | 0.00 | 31.83 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2011157700 5/10/21 | 0.00 | 34.12 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2011307600 5/10/21 | 0.00 | 47.85 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 7201 | 2010048100 5/10/21 | 0.00 | 53.67 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011447700 5/5/21 | 0.00 | 17.34 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011875600 5/6/21 | 0.00 | 20.63 |
| 101000 | V143648 | 05/20/21 | 1870 | SUMTER ELECTRIC COOPERAT | 4102 | 2011435600 5/6/21 | 0.00 | 9.10 |
| TOTAL CHECK | | | | | | | 0.00 | 1,999.98 |
| 101000 | V143649 | 05/20/21 | 25454 | SUSAN J KORMAN | 5348YHD | 4/12-26/21 MILEAGE | 0.00 | 10.52 |
| 101000 | V143649 | 05/20/21 | 25454 | SUSAN J KORMAN | 5345WHD | 4/12-26/21 MILEAGE | 0.00 | 1.05 |
| TOTAL CHECK | | | | | | | 0.00 | 11.57 |
| 101000 | V143650 | 05/20/21 | 15526 | SWEEPING CORPORATION OF | 4105 | USA016747 4/30/21 | 0.00 | 3,923.40 |
| 101000 | V143651 | 05/20/21 | 2490 | TEAMSTERS CHAUFFEURS & H | 809 | JUNE 21 UNION DUES | 0.00 | 1,645.50 |
| 101000 | V143651 | 05/20/21 | 2490 | TEAMSTERS CHAUFFEURS & H | 809 | JUNE 21 UNION DUES | 0.00 | 1,707.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,352.50 |
| 101000 | V143652 | 05/20/21 | 1919 | TEN-8 FIRE & SAFETY LLC | 3200 | IN891886 4/30/21 | 0.00 | 574.10 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304 | 2021-081 5/2/21 | 0.00 | 3,481.60 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-080 5/2/21 | 0.00 | 3,788.80 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-082 5/2/21 | 0.00 | 7,200.00 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304 | 2021-086 5/10/21 | 0.00 | 704.00 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304 | 2021-087 5/10/21 | 0.00 | 3,865.60 |
| 101000 | V143653 | 05/20/21 | 7791 | TEXAS AQUATIC HARVESTING | 6304U | 2021-088 5/10/21 | 0.00 | 7,155.00 |
| TOTAL CHECK | | | | | | | 0.00 | 26,195.00 |
| 101000 | V143654 | 05/20/21 | 10766 | THE CENTERS INC | 5750 | 130201 APRIL SERVICES | 0.00 | 2,000.00 |
| 101000 | V143655 | 05/20/21 | 4770 | THE WARE GROUP LLC | 2670 | S009655660.001 5/5/21 | 0.00 | 789.43 |
| 101000 | V143655 | 05/20/21 | 4770 | THE WARE GROUP LLC | 2670 | S009655026.001 5/5/21 | 0.00 | 1,056.90 |
| TOTAL CHECK | | | | | | | 0.00 | 1,846.33 |
| 101000 | V143656 | 05/20/21 | 23114 | THOMAS PETTY | 4102 | 01894 5/5/21 | 0.00 | 275.00 |
| 101000 | V143657 | 05/20/21 | 2082.4 | WEST PUBLISHING CORP | 2103 | 844263627 4/30/21 | 0.00 | 417.66 |
| 101000 | V143658 | 05/20/21 | 23797 | TRI-COUNTY LOCKSMITH | 2140 | 2234-R-INV 5/10/21 | 0.00 | 3,779.00 |
| 101000 | V143658 | 05/20/21 | 23797 | TRI-COUNTY LOCKSMITH | 6212 | 71595 4/30/21 | 0.00 | 965.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,744.00 |
| 101000 | V143659 | 05/20/21 | 25223 | TTVRB INC | 4102 | 92495.1.1 4/27/21 | 0.00 | 56.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5106 | 915 1583472 5/5/21 | 0.00 | 41.79 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 2675 | 915 1584926 5/13/21 | 0.00 | 113.88 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 2675 | 915 1583709 5/6/21 | 0.00 | 113.88 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 2670 | 915 1583710 5/6/21 | 0.00 | 6.79 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5216 | 915 1583760 5/6/21 | 0.00 | 6.28 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1583760 5/6/21 | 0.00 | 12.47 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5219 | 915 1583760 5/6/21 | 0.00 | 24.00 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5217 | 915 1583760 5/6/21 | 0.00 | 33.68 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1583760 5/6/21 | 0.00 | 146.72 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5106 | 915 1534680 5/12/21 | 0.00 | 42.59 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 2670 | 915 1584927 5/13/21 | 0.00 | 6.79 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5216 | 915 1584974 5/13/21 | 0.00 | 6.28 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1584974 5/13/21 | 0.00 | 12.47 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5219 | 915 1584974 5/13/21 | 0.00 | 24.00 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5217 | 915 1584974 5/13/21 | 0.00 | 33.68 |
| 101000 | V143660 | 05/20/21 | 10876 | UNIFIRST CORPORATION | 5212 | 915 1584974 5/13/21 | 0.00 | 146.72 |
| TOTAL CHECK | | | | | | | 0.00 | 772.02 |
| 101000 | V143661 | 05/20/21 | 25262 | UNIVERSAL ENVIRONMENTAL | 5219 | IN0408796 5/10/21 | 0.00 | 115.00 |
| 101000 | V143662 | 05/20/21 | 26116 | VECCHIO, CARRIER, FELDMA | 8100 | 149112 4/30/21 | 0.00 | 1,691.80 |
| 101000 | V143663 | 05/20/21 | 26065 | VERTIV CORPORATION | 2670 | 57900980 4/28/21 | 0.00 | 765.37 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5345WCP | 0054 5/10/21 | 0.00 | 231.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5345WHM | 0054 5/10/21 | 0.00 | 391.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5347ACP | 0054 5/10/21 | 0.00 | 16.50 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5347AHM | 0054 5/10/21 | 0.00 | 408.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5326ARE | 0054 5/10/21 | 0.00 | 68.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5345WCP | 0053 5/3/21 | 0.00 | 231.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5347ACP | 0053 5/3/21 | 0.00 | 16.50 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5345WHM | 0053 5/3/21 | 0.00 | 187.00 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5347AHM | 0053 5/3/21 | 0.00 | 382.50 |
| 101000 | V143664 | 05/20/21 | 25588 | VICEROY HOME SERVICES | 5326ARE | 0053 5/3/21 | 0.00 | 102.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,033.50 |
| 101000 | V143665 | 05/20/21 | 25313 | VIRGILIA RYAN | 5348YHD | 4/5-26/21 MILEAGE | 0.00 | 63.25 |
| 101000 | V143665 | 05/20/21 | 25313 | VIRGILIA RYAN | 5351A | 4/5-26/21 MILEAGE | 0.00 | 6.17 |
| TOTAL CHECK | | | | | | | 0.00 | 69.42 |
| 101000 | V143666 | 05/20/21 | 2034 | W W GRAINGER INC | 9000 | 9891232689 5/5/21 | 0.00 | 74.28 |
| 101000 | V143667 | 05/20/21 | 22307 | WASTE PRO OCALA MRF LLC | 5218 | DB2671 3/31/21 | 0.00 | 24,604.52 |
| 101000 | V143668 | 05/20/21 | 25322 | WASTE PRO USA INC | 4102 | 1473 4/23/21 | 0.00 | 420.00 |
| 101000 | V143668 | 05/20/21 | 25322 | WASTE PRO USA INC | 4102 | 1504 4/30/21 | 0.00 | 70.00 |
| 101000 | V143668 | 05/20/21 | 25322 | WASTE PRO USA INC | 4102 | 1536 5/7/21 | 0.00 | 420.00 |
| 101000 | V143668 | 05/20/21 | 25322 | WASTE PRO USA INC | 4102 | 1565 5/14/21 | 0.00 | 560.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,470.00 |
| 101000 | V143669 | 05/20/21 | 24057 | WEDGWORTH'S INC | 2675 | 2504549 5/5/21 | 0.00 | 280.00 |
| 101000 | V143669 | 05/20/21 | 24057 | WEDGWORTH'S INC | 2675 | 2504549 5/5/21 | 0.00 | 50.07 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| TOTAL CHECK | | | | | | | 0.00 | 330.07 |
| 101000 | V143670 | 05/20/21 | 20624 | WELLNESS SOLUTIONS INC | 5389WMS | 523329 5/6/21 | 0.00 | 195.25 |
| 101000 | V143670 | 05/20/21 | 20624 | WELLNESS SOLUTIONS INC | 5389WMS | 523332 5/13/21 | 0.00 | 209.40 |
| 101000 | V143670 | 05/20/21 | 20624 | WELLNESS SOLUTIONS INC | 5389WMS | 523328 5/6/21 | 0.00 | 79.90 |
| 101000 | V143670 | 05/20/21 | 20624 | WELLNESS SOLUTIONS INC | 5358WMS | 523331 5/13/21 | 0.00 | 147.50 |
| TOTAL CHECK | | | | | | | 0.00 | 632.05 |
| 101000 | V143671 | 05/20/21 | 2623 | WHETSTONE OIL CO INC | 5212 | 356119 4/29/21 | 0.00 | 2,716.87 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | CS-2021-2 5/10/21 | 0.00 | 14,525.00 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 2,591.60 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 376.20 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 5,358.00 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 143.00 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 4,058.40 |
| 101000 | V143672 | 05/20/21 | 7327 | GILMER LAWN SERVICE INC | 4102 | PR 2 5/11/21 | 0.00 | 972.80 |
| TOTAL CHECK | | | | | | | 0.00 | 28,025.00 |
| 101000 | V143673 | 05/20/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 002145 02 4/28/21 | 0.00 | 303.44 |
| 101000 | V143673 | 05/20/21 | 26398 | WINSUPPLY CRYSTAL RIVER | 2670 | 002146 02 4/28/21 | 0.00 | 303.44 |
| TOTAL CHECK | | | | | | | 0.00 | 606.88 |
| 101000 | V143674 | 05/20/21 | 24562 | WRIGHT-PIERCE | 9000V | 000021915 4/7/21 | 0.00 | 16,331.77 |
| 101000 | V143675 | 05/20/21 | 8384 | CASIMIR JOHN WYZGOWSKI | 5379X | 4/6-26/21 MILEAGE | 0.00 | 21.76 |
| 101000 | V143676 | 05/20/21 | 2150 | XEROX CORPORATION | 4104 | 013233687 5/1/21 | 0.00 | 207.93 |
| 101000 | V143676 | 05/20/21 | 2150 | XEROX CORPORATION | 4104 | 013233688 5/1/21 | 0.00 | 237.29 |
| TOTAL CHECK | | | | | | | 0.00 | 445.22 |
| 101000 | V143677 | 05/20/21 | 10689 | YOUTH & FAMILY ALTERNATI | 5110 | APR-JUN 21 ALLOCATION | 0.00 | 2,976.75 |
| 101000 | V143678 | 05/26/21 | 26204 | TURTLE INFRASTRUCTURE PA | 4110 | 01-FINAL 3/17/21 | 0.00 | 149,226.23 |
| 101000 | V143678 V | 05/26/21 | 26204 | TURTLE INFRASTRUCTURE PA | 4110 | 01-FINAL 3/17/21 | 0.00 | -149,226.23 |
| TOTAL CHECK | | | | | | | 0.00 | 0.00 |
| 101000 | V143679 | 05/28/21 | 24931 | 750-753 CRYSTAL RIVER LL | 5366Y | Lockley Jun 21 | 0.00 | 330.00 |
| 101000 | V143680 | 05/28/21 | 25612 | ACME STORAGE LLC | 5366Y | Davis Jun 21 | 0.00 | 1,015.00 |
| 101000 | V143681 | 05/28/21 | 23096 | LYDIA E ACOSTA | 5366Y | Acosta Jun 21 | 0.00 | 519.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Boliek Jun 21 | 0.00 | 347.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Eckelberry Jun 21 | 0.00 | 469.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Hebert Jun 21 | 0.00 | 776.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Robinson Jun 21 | 0.00 | 579.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Broadstock Jun 21 | 0.00 | 612.00 |
| 101000 | V143682 | 05/28/21 | 19864 | ACTION RENTAL MANAGEMENT | 5366Y | Oliver Jun 21 | 0.00 | 298.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,081.00 |
| 101000 | V143683 | 05/28/21 | 26440 | AGNES WM REULEN LLC | 5366Y | Scott Jun 21 | 0.00 | 618.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

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ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143684 | 05/28/21 | 25767 | AKG INVESTMENT HOLDINGS | 5366Y | Sanchez-Cruz Jun 21 | 0.00 | 409.00 |
| 101000 | V143685 | 05/28/21 | 21629 | ALTO MANAGEMENT LLC | 5366Y | Harris Jun 21 | 0.00 | 186.00 |
| 101000 | V143686 | 05/28/21 | 25901 | ANGEL LUIS VEGA | 5366Y | Padilla Jun 21 | 0.00 | 475.00 |
| 101000 | V143687 | 05/28/21 | 25051 | ASA 10 LLC | 5366Y | Mitchell Jun 21 | 0.00 | 572.00 |
| 101000 | V143688 | 05/28/21 | 19228 | MARK AUGUSTSSON | 5366Y | Bergman Jun 21 | 0.00 | 554.00 |
| 101000 | V143689 | 05/28/21 | 23106 | JONETTA BLEDSOE | 5366Y | Negron Jun 21 | 0.00 | 657.00 |
| 101000 | V143690 | 05/28/21 | 23531 | BLGOODRICH HOLDINGS LLC | 5366Y | Gullo Jun 21 | 0.00 | 284.00 |
| 101000 | V143690 | 05/28/21 | 23531 | BLGOODRICH HOLDINGS LLC | 5366Y | Hetsler Jun 21 | 0.00 | 368.00 |
| 101000 | V143690 | 05/28/21 | 23531 | BLGOODRICH HOLDINGS LLC | 5366Y | Oleary Jun 21 | 0.00 | 484.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,136.00 |
| 101000 | V143691 | 05/28/21 | 20187 | BUSHNELL TRAILER COURT I | 5366Y | Grilli Jun 21 | 0.00 | 363.00 |
| 101000 | V143691 | 05/28/21 | 20187 | BUSHNELL TRAILER COURT I | 5366Y | Dietrich Jun 21 | 0.00 | 384.00 |
| 101000 | V143691 | 05/28/21 | 20187 | BUSHNELL TRAILER COURT I | 5366Y | Slate Jun 21 | 0.00 | 416.00 |
| 101000 | V143691 | 05/28/21 | 20187 | BUSHNELL TRAILER COURT I | 5366Y | Johnson Jun 21 | 0.00 | 437.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,600.00 |
| 101000 | V143692 | 05/28/21 | 25155 | CHRISTIAN WORSHIP CENTER | 5366Y | Allen Jun 21 | 0.00 | 585.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Payne Jun 21 | 0.00 | 568.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Hinz Jun 21 | 0.00 | 596.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Vinson Jun 21 | 0.00 | 208.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Cortez Jun 21 | 0.00 | 74.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Portalatin Jun 21 | 0.00 | 435.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Shelton Jun 21 | 0.00 | 388.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Constantino Jun 21 | 0.00 | 496.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Lamb Jun 21 | 0.00 | 509.00 |
| 101000 | V143693 | 05/28/21 | 12166 | COMMUNITY HOUSING PARTNE | 5366Y | Winfield Jun 21 | 0.00 | 519.00 |
| TOTAL CHECK | | | | | | | 0.00 | 3,793.00 |
| 101000 | V143694 | 05/28/21 | 5991 | MRS. MARJORIE J COPELAND | 5366Y | Brooks Jun 21 | 0.00 | 435.00 |
| 101000 | V143694 | 05/28/21 | 5991 | MRS. MARJORIE J COPELAND | 5366Y | Thomas-Dukes Jun 21 | 0.00 | 700.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,135.00 |
| 101000 | V143695 | 05/28/21 | 25057 | DANIEL MILEY | 5366Y | Smith Victoria Jun 21 | 0.00 | 505.00 |
| 101000 | V143696 | 05/28/21 | 26195 | DOMINICO PAGAN | 5366Y | Hudson Jun 21 | 0.00 | 815.00 |
| 101000 | V143696 | 05/28/21 | 26195 | DOMINICO PAGAN | 5366Y | Orr Jun 21 | 0.00 | 858.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,673.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Davis Jun 21 | 0.00 | 659.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Bennett Jun 21 | 0.00 | 275.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Rodriguez Jun 21 | 0.00 | 327.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Sauer Jun 21 | 0.00 | 338.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Jimenez Jun 21 | 0.00 | 341.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Beals Jun 21 | 0.00 | 322.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Gunn Jun 21 | 0.00 | 503.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Dubose Jun 21 | 0.00 | 482.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Yager Jun 21 | 0.00 | 451.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Joyner Jun 21 | 0.00 | 469.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Vosie Jun 21 | 0.00 | 366.00 |
| 101000 | V143697 | 05/28/21 | 22313 | FOREST RIDGE AT BEVERLY | 5366Y | Sanders Jun 21 | 0.00 | 362.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,895.00 |
| 101000 | V143698 | 05/28/21 | 20151 | JEAN L FORT | 5366Y | Anklam Jun 21 | 0.00 | 410.00 |
| 101000 | V143699 | 05/28/21 | 26289 | GARRY GUYETTE | 5366Y | Kowchuck Jun 21 | 0.00 | 489.00 |
| 101000 | V143700 | 05/28/21 | 11492 | ROGER GIRSON | 5366Y | Packer Jun 21 | 0.00 | 950.00 |
| 101000 | V143701 | 05/28/21 | 25291 | GRACE E SCYOCURKA-AVERY | 5366Y | Marshall Jun 21 | 0.00 | 317.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Kuter Jun 21 | 0.00 | 306.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Cassels Jun 21 | 0.00 | 342.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Trefry Jun 21 | 0.00 | 77.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Tyler Jun 21 | 0.00 | 830.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5399N | Williams Jun 21 | 0.00 | 518.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Hawkins Jun 21 | 0.00 | 641.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Odom Jun 21 | 0.00 | 519.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Lane Jun 21 | 0.00 | 406.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Evans Jun 21 | 0.00 | 407.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Wainwright Jun 21 | 0.00 | 420.00 |
| 101000 | V143702 | 05/28/21 | 16932 | GREAT AMERICAN REALTY & | 5366Y | Caffee Jun 21 | 0.00 | 470.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,936.00 |
| 101000 | V143703 | 05/28/21 | 26421 | HIGHLAND REAL PROPERTY P | 5366Y | Back Jun 21 | 0.00 | 942.00 |
| 101000 | V143704 | 05/28/21 | 22939 | ALICIA VARGAS HINES | 5399N | Wells Jun 21 | 0.00 | 456.00 |
| 101000 | V143705 | 05/28/21 | 25698 | HORIZON TRUST COMPANY | 5366Y | Gongora Jun 21 | 0.00 | 692.00 |
| 101000 | V143706 | 05/28/21 | 20946 | DAVID S HUTCHINS | 5366Y | Lagarino Jun 21 | 0.00 | 663.00 |
| 101000 | V143707 | 05/28/21 | 23051 | KATHLEEN INDELICATO | 5366Y | Nelson Jun 21 | 0.00 | 187.00 |
| 101000 | V143708 | 05/28/21 | 26327 | JAMES RHODEN | 5366Y | Dennis Jun 21 | 0.00 | 1,089.00 |
| 101000 | V143709 | 05/28/21 | 25680 | JANICE L JORSTAD | 5366Y | Stepherson Jun 21 | 0.00 | 598.00 |
| 101000 | V143709 | 05/28/21 | 25680 | JANICE L JORSTAD | 5366Y | Cannizzo Jun 21 | 0.00 | 277.00 |
| 101000 | V143709 | 05/28/21 | 25680 | JANICE L JORSTAD | 5366Y | Allen Jun 21 | 0.00 | 393.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,268.00 |
| 101000 | V143710 | 05/28/21 | 26341 | JESSE L MADDEN | 5366Y | Goldsmith Jun 21 | 0.00 | 307.00 |
| 101000 | V143711 | 05/28/21 | 24571 | KARA PIROLO | 5366Y | Lorina Jun 21 | 0.00 | 148.00 |
| 101000 | V143712 | 05/28/21 | 19153 | KG RENTALS LLC | 5366Y | Bood Jun 21 | 0.00 | 399.00 |

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FUND - 810 - ACCOUNTS PAYABLE CLEARING

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|---|---|---|---|---|---|---|---|---|
| 101000 | V143713 | 05/28/21 | 20155 | BARBARA KIERS | 5366Y | Wise Jun 21 | 0.00 | 456.00 |
| 101000 | V143714 | 05/28/21 | 25811 | KMS REALTY | 5366Y | ONeal Jun 21 | 0.00 | 989.00 |
| 101000 | V143715 | 05/28/21 | 17516 | GARY M KRAUSHAAR | 5366Y | Egbert Jun 21 | 0.00 | 488.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Kelly-Bonasota Jun 21 | 0.00 | 773.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Barron Jun 21 | 0.00 | 579.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Graham Jun 21 | 0.00 | 654.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Clark Jun 21 | 0.00 | 590.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Prevatt Jun 21 | 0.00 | 727.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Stephens-Jackson Jun 2 | 0.00 | 665.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Kelly-Bonasota Jun 21 | 0.00 | 79.60 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Whaley Jun 21 | 0.00 | 113.00 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Barron Jun 21 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Clark Jun 21 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Graham Jun 21 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Prevatt Jun 21 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Stephens-Jackson Jun 2 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Whaley Jun 21 | 0.00 | 40.65 |
| 101000 | V143716 | 05/28/21 | 8855 | LAKE COUNTY BOCC | 5366Y | Whaley Jun 21 | 0.00 | 1,524.00 |
| TOTAL CHECK | | | | | | | 0.00 | 5,948.50 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Fox Jun 21 | 0.00 | 311.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Kugler Jun 21 | 0.00 | 306.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | McGee Jun 21 | 0.00 | 337.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Sheridan Jun 21 | 0.00 | 298.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | White Jun 21 | 0.00 | 287.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Cooper Jun 21 | 0.00 | 561.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Berger Jun 21 | 0.00 | 482.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Steinrock Jun 21 | 0.00 | 447.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Gruda Jun 21 | 0.00 | 475.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Nolan Jun 21 | 0.00 | 368.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Wallace Jun 21 | 0.00 | 381.00 |
| 101000 | V143717 | 05/28/21 | 23072 | LEESON'S MHC LCC | 5366Y | Summers Jun 21 | 0.00 | 345.00 |
| TOTAL CHECK | | | | | | | 0.00 | 4,598.00 |
| 101000 | V143718 | 05/28/21 | 24164 | LEGENDS CITRUS PARK LLC | 5366Y | Dowdal Jun 21 | 0.00 | 409.00 |
| 101000 | V143718 | 05/28/21 | 24164 | LEGENDS CITRUS PARK LLC | 5366Y | Davis Jun 21 | 0.00 | 324.00 |
| TOTAL CHECK | | | | | | | 0.00 | 733.00 |
| 101000 | V143719 | 05/28/21 | 24969 | LIZETTE MORENO | 5366Y | Leonard Jun 21 | 0.00 | 1,060.00 |
| 101000 | V143720 | 05/28/21 | 26493 | LUX REAL PROPERTIES LLC | 5366Y | Moore Jun 21 | 0.00 | 1,200.00 |
| 101000 | V143720 | 05/28/21 | 26493 | LUX REAL PROPERTIES LLC | 5366Y | Sweredoski Jun 21 | 0.00 | 1,200.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,400.00 |
| 101000 | V143721 | 05/28/21 | 26456 | MICHELLE KOZAK, PERSONAL | 5366Y | Smith Jun 21 | 0.00 | 554.00 |
| 101000 | V143722 | 05/28/21 | 14345 | DAVID W MIKEL | 5366Y | Gray-Jackson Jun 21 | 0.00 | 530.00 |

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|---|---|---|---|---|---|---|---|---|
| 101000 | V143723 | 05/28/21 | 23994 | MWC PROPERTY LLC | 5366Y | Ross Jun 21 | 0.00 | 371.00 |
| 101000 | V143724 | 05/28/21 | 18263 | NATURE COAST AFFORDABLE | 5366Y | Bunnell Jun 21 | 0.00 | 393.00 |
| 101000 | V143724 | 05/28/21 | 18263 | NATURE COAST AFFORDABLE | 5366Y | Jacobs Jun 21 | 0.00 | 404.00 |
| 101000 | V143724 | 05/28/21 | 18263 | NATURE COAST AFFORDABLE | 5366Y | Gagnon Jun 21 | 0.00 | 469.00 |
| 101000 | V143724 | 05/28/21 | 18263 | NATURE COAST AFFORDABLE | 5366Y | Henderson Jun 21 | 0.00 | 445.00 |
| 101000 | V143724 | 05/28/21 | 18263 | NATURE COAST AFFORDABLE | 5366Y | Schwegler Jun 21 | 0.00 | 132.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,843.00 |
| 101000 | V143725 | 05/28/21 | 20163 | ROBERT NIXON | 5366Y | Keels Jun 21 | 0.00 | 279.00 |
| 101000 | V143725 | 05/28/21 | 20163 | ROBERT NIXON | 5366Y | Curry Jun 21 | 0.00 | 481.00 |
| 101000 | V143725 | 05/28/21 | 20163 | ROBERT NIXON | 5366Y | Bailey Jun 21 | 0.00 | 481.00 |
| 101000 | V143725 | 05/28/21 | 20163 | ROBERT NIXON | 5366Y | Mincey Jun 21 | 0.00 | 487.00 |
| 101000 | V143725 | 05/28/21 | 20163 | ROBERT NIXON | 5366Y | Worthen Jun 21 | 0.00 | 487.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,215.00 |
| 101000 | V143726 | 05/28/21 | 24425 | ELONA OLMSTEAD | 5366Y | Code Jun 21 | 0.00 | 409.00 |
| 101000 | V143727 | 05/28/21 | 6728 | PARKE FOREST I APTS LTD | 5399N | Bilotti Jun 21 | 0.00 | 415.00 |
| 101000 | V143728 | 05/28/21 | 21566 | PARKE FOREST II APTS LTD | 5366Y | Davis Jun 21 | 0.00 | 222.00 |
| 101000 | V143728 | 05/28/21 | 21566 | PARKE FOREST II APTS LTD | 5366Y | Iglesias Jun 21 | 0.00 | 305.00 |
| TOTAL CHECK | | | | | | | 0.00 | 527.00 |
| 101000 | V143729 | 05/28/21 | 3516.1 | JOSEPH & ANGELA PICONE | 5366Y | Picone Jun 21 | 0.00 | 420.00 |
| 101000 | V143730 | 05/28/21 | 21206 | PLANTATION RENTALS INC | 5366Y | Martinez Jun 21 | 0.00 | 478.00 |
| 101000 | V143730 | 05/28/21 | 21206 | PLANTATION RENTALS INC | 5366Y | Chadourne Jun 21 | 0.00 | 467.00 |
| TOTAL CHECK | | | | | | | 0.00 | 945.00 |
| 101000 | V143731 | 05/28/21 | 23449 | PRAVEENAS PUNGSUWAN | 5366Y | Fox Jun 21 | 0.00 | 688.30 |
| 101000 | V143731 | 05/28/21 | 23449 | PRAVEENAS PUNGSUWAN | 5366Y | Isaman Jun 21 | 0.00 | 810.00 |
| 101000 | V143731 | 05/28/21 | 23449 | PRAVEENAS PUNGSUWAN | 5366Y | Serpa Jun 21 | 0.00 | 820.00 |
| 101000 | V143731 | 05/28/21 | 23449 | PRAVEENAS PUNGSUWAN | 5366Y | Arroyo Jun 21 | 0.00 | 670.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,988.30 |
| 101000 | V143732 | 05/28/21 | 21945 | QUICK TURN PROPERTIES LL | 5366Y | Fetters Jun 21 | 0.00 | 481.00 |
| 101000 | V143733 | 05/28/21 | 2618 | RAINTREE APARTMENTS II | 5366Y | DiCola Jun 21 | 0.00 | 469.00 |
| 101000 | V143733 | 05/28/21 | 2618 | RAINTREE APARTMENTS II | 5366Y | Long Jun 21 | 0.00 | 435.00 |
| 101000 | V143733 | 05/28/21 | 2618 | RAINTREE APARTMENTS II | 5366Y | Alvarez Jun 21 | 0.00 | 352.00 |
| 101000 | V143733 | 05/28/21 | 2618 | RAINTREE APARTMENTS II | 5366Y | Franz Jun 21 | 0.00 | 484.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,740.00 |
| 101000 | V143734 | 05/28/21 | 7065 | RAINTREE APARTMENTS LTD | 5366Y | Cripps Jun 21 | 0.00 | 500.00 |
| 101000 | V143734 | 05/28/21 | 7065 | RAINTREE APARTMENTS LTD | 5366Y | Washington Jun 21 | 0.00 | 500.00 |
| 101000 | V143734 | 05/28/21 | 7065 | RAINTREE APARTMENTS LTD | 5366Y | Savoy Jun 21 | 0.00 | 432.00 |
| 101000 | V143734 | 05/28/21 | 7065 | RAINTREE APARTMENTS LTD | 5366Y | ORourke Jun 21 | 0.00 | 400.00 |
| 101000 | V143734 | 05/28/21 | 7065 | RAINTREE APARTMENTS LTD | 5366Y | Harvey Jun 21 | 0.00 | 284.00 |
| TOTAL CHECK | | | | | | | 0.00 | 2,116.00 |
| 101000 | V143735 | 05/28/21 | 17933 | RAPHAEL & JUDITH LEWIS | 5366Y | Dockery Jun 21 | 0.00 | 286.00 |

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|---|---|---|---|---|---|---|---|---|
| 101000 | V143736 | 05/28/21 | 18915 | REALTY ADVISORY GROUP IN | 5366Y | Cline Jun 21 | 0.00 | 469.00 |
| 101000 | V143737 | 05/28/21 | 4859 | RIDGE VIEW APARTMENTS | 5366Y | Duvall Jun 21 | 0.00 | 442.00 |
| 101000 | V143737 | 05/28/21 | 4859 | RIDGE VIEW APARTMENTS | 5366Y | Moehring Jun 21 | 0.00 | 416.00 |
| 101000 | V143737 | 05/28/21 | 4859 | RIDGE VIEW APARTMENTS | 5366Y | McGuire Jun 21 | 0.00 | 287.00 |
| 101000 | V143737 | 05/28/21 | 4859 | RIDGE VIEW APARTMENTS | 5366Y | Brown Jun 21 | 0.00 | 189.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,334.00 |
| 101000 | V143738 | 05/28/21 | 26361 | RTM PROPERTIES LLC | 5366Y | Hall-Green Jun 21 | 0.00 | 739.00 |
| 101000 | V143739 | 05/28/21 | 26333 | SALLY DORWARD | 5366Y | Wright Jun 21 | 0.00 | 581.00 |
| 101000 | V143740 | 05/28/21 | 26253 | SAO ELITE LOCATIONS REAL | 5399N | Dombrowski Jun 21 | 0.00 | 709.00 |
| 101000 | V143740 | 05/28/21 | 26253 | SAO ELITE LOCATIONS REAL | 5366Y | Austin Jun 21 | 0.00 | 505.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,214.00 |
| 101000 | V143741 | 05/28/21 | 7939 | SEVEN RIVERS APARTMENTS | 5366Y | Burdick Jun 21 | 0.00 | 412.00 |
| 101000 | V143741 | 05/28/21 | 7939 | SEVEN RIVERS APARTMENTS | 5366Y | Warino Jun 21 | 0.00 | 344.00 |
| TOTAL CHECK | | | | | | | 0.00 | 756.00 |
| 101000 | V143742 | 05/28/21 | 26465 | SHELBY J DAVIS | 5366Y | Stoelton Jun 21 | 0.00 | 1,384.00 |
| 101000 | V143743 | 05/28/21 | 22795 | SHU JUAN DONG | 5399N | Taylor Jun 21 | 0.00 | 625.00 |
| 101000 | V143743 | 05/28/21 | 22795 | SHU JUAN DONG | 5366Y | Warner Jun 21 | 0.00 | 442.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,067.00 |
| 101000 | V143744 | 05/28/21 | 23940 | KENNETH DREW SMITH | 5366Y | Flattery Jun 21 | 0.00 | 443.00 |
| 101000 | V143745 | 05/28/21 | 14798 | STANFORD LIMITED | 5366Y | Nunez-Castro Jun 21 | 0.00 | 495.00 |
| 101000 | V143745 | 05/28/21 | 14798 | STANFORD LIMITED | 5366Y | Hackey Jun 21 | 0.00 | 512.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,007.00 |
| 101000 | V143746 | 05/28/21 | 1870 | SUMTER ELECTRIC COOPERAT | 5366Y | 26691 50019 Packer | 0.00 | 34.00 |
| 101000 | V143747 | 05/28/21 | 9673 | RONALD SWALLOW | 5366Y | Farrar Jun 21 | 0.00 | 600.00 |
| 101000 | V143748 | 05/28/21 | 23935 | THOMAS W TUITE | 5366Y | Pilkington Jun 21 | 0.00 | 590.00 |
| 101000 | V143749 | 05/28/21 | 10070 | LOUISE F ULLMAN | 5366Y | Ware Jun 21 | 0.00 | 379.00 |
| 101000 | V143750 | 05/28/21 | 26190 | URBAN CORE MULTI HOUSING | 5366Y | Herrera Jun 21 | 0.00 | 513.00 |
| 101000 | V143750 | 05/28/21 | 26190 | URBAN CORE MULTI HOUSING | 5366Y | Colbert Jun 21 | 0.00 | 733.00 |
| TOTAL CHECK | | | | | | | 0.00 | 1,246.00 |
| 101000 | V143751 | 05/28/21 | 25771 | VEER REAL ESTATE INC | 5399N | Pitts Jun 21 | 0.00 | 530.00 |
| 101000 | V143752 | 05/28/21 | 25914 | VERA CURRY | 5366Y | Brutton-Stephens Jun 2 | 0.00 | 679.00 |
| 101000 | V143753 | 05/28/21 | 20183 | RODRICK V WEAVER | 5366Y | Weaver Jun 21 | 0.00 | 367.00 |
| 101000 | V143754 | 05/28/21 | 20185 | WINDMEADOWS RRH LTD | 5366Y | Reaves Jun 21 | 0.00 | 445.00 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

SELECTION CRITERIA: transact.ck_date between '20210501 00:00:00.000' and '20210531 00:00:00.000'
ACCOUNTING PERIOD: 9/21

FUND - 810 - ACCOUNTS PAYABLE CLEARING

| CASH ACCT | CHECK NO | ISSUE DT | VENDOR | NAME | DEPARTMENT | -----DESCRIPTION------ | SALES TAX | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 101000 | V143754 | 05/28/21 | 20185 | WINDMEADOWS RRH LTD | 5366Y | Crawford Jun 21 | 0.00 | 471.00 |
| TOTAL CHECK | | | | | | | 0.00 | 916.00 |
| 101000 | V143755 | 05/28/21 | 6786 | VIRGIL L WOLFLEY | 5366Y | Garrison Jun 21 | 0.00 | 626.00 |
| TOTAL CASH ACCOUNT | | | | | | | 0.00 | 8,154,455.82 |
| TOTAL FUND | | | | | | | 0.00 | 8,154,455.82 |
| TOTAL REPORT | | | | | | | 0.00 | 8,154,455.82 |

Attachment: County Warrants May 2021 (12970 : County Warrants)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | Business Associate Agreement Key Training Center |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The County has requested a Business Associate Agreement from Citrus County Association for Retarded Citizens, Inc., DBA Key Training Center to ensure that they will facilitate compliance and appropriately safeguard protected health information maintained by our plan sponsor as defined in HIPAA.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Authorize the Chairman to execute the Business Associate Agreement between Citrus County, Florida, a political subdivision of the State of Florida and Citrus County Association for Retarded Citizens, Inc., DBA Key Training Center to facilitate compliance and safeguard protected health information to comply with HIPAA.

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 20__, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, Inc. d/b/a Key Training Center ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.



Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

### 5.2 Termination

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Covered Entity:

Contact Person: **June Randall**
Title: **Human Resources Director**
Address: **3600 W. Sovereign Path, Suite 187**
**Lecanto, FL 34461**

Business Associate:

Contact Person: Melissa Walker
Title: Executive Director
Address: 5399 Lz Gulf to Lake Hwy
Lecanto, FL 34453

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.54 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.



Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

ATTEST:

_____
Clerk

Approved as to form:

_____
Denise A. Dymond Lyn
County Attorney

Signed, sealed and delivered
in the presence of:

Jody Hansen-Walker
Print Name

Jody Hansen Walker
Signature

Theresa Flick
Print Name

Theresa Flick
Signature

CITRUS COUNTY, FLORIDA

By _____
Scott Carnahan, Chairman

Date: _____

Citrus County Association of Retarded Citizens,INC

By Melissa Waeber

Its Executive Director

Date: 6/9/21

Attachment: Key Training BAA (12955 : Business Associate Agreement Key Training Center)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | June Randall, |
| **SUBJECT:** | Bentek Agreement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Staff will be using a benefits management software created by Bentek, Inc., pursuant to the RFP 19-060 Gehring Group Agreement. Protected Health Information may be transmitted to Bentek as a result of the County's use of the software. A Business Associate Agreement between the County and Bentek is required to ensure that Bentek will safeguard the Protected Health Information.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute the Business Associate Agreement between Citrus County, Florida and Bentek, Inc.

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____ _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and BENTEK, INC. _____, A Florida corporation, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

Attachment: 052521 - Citrus BOCC - Bentek - BAA (12758 : Bentek Agreement)

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect



Attachment: 052521 - Citrus BOCC - Bentek - BAA (12758 : Bentek Agreement)

that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding



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Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

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## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy



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practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

### 5.2 Termination

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

### 5.3 Effect of Termination



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(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Attachment: 052521 - Citrus BOCC - Bentek - BAA (12758 : Bentek Agreement)

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| **COVERED ENTITY** | | **BUSINESS ASSOCIATE** | |
|---|---|---|---|
| **Contact Person** | June Randall | **Contact Person** | Cindy Thompson |
| **Title** | Human Resources Director | **Title** | VP-Operations |
| **Address** | 3600 W. Sovereign Path | **Address** | 3500 Kyoto Gardens Drive |
| | Lecanto, FL 34461 | | Palm Beach Gardens, FL 33410 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.54 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

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### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

CITRUS COUNTY, a political subdivision
Of the State of Florida

_____
Clerk

By: _____
Scott Carnahan, Chairman

Date: _____

Approved as to form:

_____
Denise Dymond Lyn
County Attorney

Signed, sealed and delivered
in the presence of:

BENTEK, INC.
[BUSINESS ASSOCIATE]

Kurt N. Gehring
Print Name

By: Kate Grangard
Kate Grangard
Its: VP and CFO

Signature

Date: June 1, 2021

Julie Fink
Print Name

Signature

Attachment: 052521 - Citrus BOCC - Bentek - BAA (12758 : Bentek Agreement)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Acknowledgement of Airport Hangar Lease Agreement(s) |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

During the September 11, 2018, Citrus County Board of County Commissioners meeting, the Board approved the motion to grant the County Administrator authority to complete and execute hangar leases in a timely manner and bring them before the Board. In accordance with this motion, staff has processed a lease with the following tenant(s) and recommends acknowledgment of the attached lease agreement(s):

Tenant: Mr. Justin Brady leasing unit 1-E at Crystal River Airport.

Tenant: Mr. Richard Buffington leasing unit 1-N at Inverness Airport.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 001-115201 | Aviation | | | | $0 |

The potential annual revenue income is $8,346.24.

**RECOMMENDED ACTION:**

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Mr. Brady and Mr. Buffington (renewal).

# T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 10th day of MAY **2021,** by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **Justin Brady,** as **Lessee**, whose address is **632 St Ives Walk Monroe GA 30655.**

**Section 1. Hangar and Purpose.** The Lessor hereby leases to the Lessee T-Hangar **Unit 1-E** at 530 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River Airport (the "Hangar" or the "Premises") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

**Section 2. Term**. This Agreement will commence on **May 10, 2021** and end on **April 09, 2025**. This Lease may be renewed upon negotiation.

**Section 3. Rent.** The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$356.83 per month, plus tax.** The Rent may be adjusted at the beginning of each renewal term. **Rent is due and payable on the first day of each month without notice**. **The Lessee is further responsible for payment of any and all fees, charges, and taxes (excluding real property taxes or any portion thereof) which may be applicable to the rental of the Hangar.** The Lessee is also responsible for the electric bill. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the obligations hereunder. Lessee shall mail Lessee's payments to Board of County Commissioners (BOCC) 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461 or to such other address as Lessor may direct.

**Section 4. Security Deposit.** The Lessee shall deposit with the Lessor the sum of **$356.83** (the "Deposit") prior to occupancy. Said amount shall be held by the Lessor as security to insure that the Premises are returned to the Lessor upon expiration of this Agreement in materially the same condition as originally rented except for ordinary wear and tear, and to further insure the Lessee's performance of the terms and conditions in this Agreement. Said Deposit shall not accrue interest to the Lessee. If the Lessee defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the Lessor may, but shall not be obligated to, apply or retain all or any portion of said Deposit for the payment of any amount due the Lessor or to reimburse or compensate the Lessor for any liability, cost, defense, loss or damage which the Lessor may suffer or incur by reason thereof. The Lessor shall, within 30 days of the Lessee vacating the Premises, return to the Lessee that portion of the Deposit not used or applied by the Lessor.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**Section 5. Rules and Regulations.** This Agreement is governed by all federal, state and local laws, rules, regulations, executive orders, policies, guidelines, and requirements, including but not limited to all grant assurances as listed below:

**a. Non-Discrimination**
The Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

**b. Standard Protection Clauses**
The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Crystal River Airport.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

**c. Exclusive Rights**
Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

**d. Escalation Clause**
In January of each calendar year the rent will be adjusted in relation to the Consumer Price Index.

**Section 6. Limitation of Use; Prohibition of Outside Storage.** The use of the Premises shall be strictly limited to: (i) storage of the Aircraft described herein in Section 1; (ii) storage of those 'incidental items' needed for basic maintenance of aircraft; (iii) storage of one personal vehicle while the Aircraft is in transit. NO OTHER USES ARE ALLOWED. No outside storage is permitted nor is any other authorization to park aircraft on the Airport permitted. Violation of this



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes to engage in any use other than stated in Section 1, said use must first be approved in writing by the Lessor.

**Section 7. Aircraft Fueling; Storage of Fuel.** Aircraft shall not be fueled within twenty-five (25') feet of any hangar building. Fuel may only be stored in said Hangar in such quantity needed to sufficiently fuel the aircraft so that it may be taxied to a suitable fueling area.

**Section 8. Assignment and Subletting.** The Lessee shall not sublet or assign this Agreement without written approval from the Lessor.

**Section 9. Fire Prevention.** Fire extinguisher(s) shall be provided, per local Fire Marshall Requirements, and maintained by the Lessor and shall be mounted in the Premises. Lessee shall inspect fire extinguishers and notify Lessor in writing immediately upon noting any deficiencies. The cost of recharging any extinguisher shall be borne by the Lessee unless the Lessor is responsible for extinguisher discharge. The Lessee shall replace any lost or damaged fire extinguisher immediately. There will be "NO SMOKING" within the Premises.

**Section 10. Hangar Locks.** The Lessor will provide an entry lock (keyed, padlock or combination as appropriate) and it shall be the only lock used by the Lessee on the Premises. The Lessee shall pay the Lessor for the replacement of any damaged or lost lock immediately. The Lessee shall not make duplicate keys (or provide the combination as to combination locks) to allow access to another party without the prior written approval by the Lessor.

**Section 11. Improvements and Alterations.** No additions, fixtures, improvements or modifications shall be made to the Premises without prior written approval from the Lessor. All additions, fixtures, improvements or modifications made in or upon the Premises, whether by the Lessor or the Lessee, shall become the Lessor's property and shall remain upon the Premises at the termination or expiration of this Agreement without compensation to the Lessee. Building or other related permits for any modification or alterations will be the responsibility of the Lessee.

**Section 12. Repair and Maintenance of Premises.** The Lessor shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage to any and all Airport property caused by any act or negligence of the Lessee, its employees, agents, invitees or contractors, then such damage shall be immediately reported to Lessor and either repaired by the Lessee to the reasonable satisfaction of the Lessor or repaired by Lessor at Lessee's expense, at the option of Lessor.

At all times while this Agreement remains in force, the Lessee shall keep and maintain in good order, condition and repair the area leased by the Lessee including, without limitation: the interior walls; floors and ceilings; and the exterior and interior portions of all doors. The Hangar floor shall be clean and clear of debris, oil, grease and/or toxic chemicals. No hazardous or flammable materials will be stored within the Hangar unless stored within an EPA or local Fire Marshall approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. No material or object of any kind shall be left outside of said Hangar.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

If the structure is damaged to such an extent that prompt repair is not possible, Lessor may void the lease and Lessee is released from all future rental obligations under the Lease.

**Section 13. Trash/Waste/Debris.** The Lessee shall be required to remove any and all Trash/Waste/Debris from the Airport Property that was generated by said Lessee.

**Section 14. Termination.** Either Party may terminate this agreement within thirty (30) days of written notice.

**Section 15. Risk of Loss.** The Lessee agrees that the Lessor shall not be liable for any loss arising out of, damage to, or destruction of (a.) the Aircraft; (b.) Lessee's personal property; or (c.) contents within the Premises or upon the Airport property, resulting from any cause, natural or manmade; however, excluding the intentional acts or gross negligence of the Lessor or their agents and employees.

**Section 16. Insurance.** Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee. The coverages, limits, and endorsements required herein protect the primary interests of the County, and these coverages, limits, and endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this contract.

**A. Aircraft Liability**

Lessee must obtain and maintain for the duration of the lease, an occurrence form policy with minimum limits of $1,000,000 per occurrence to include premises liability coverage. Passenger coverage is required and must be in the minimum amount of $100,000 per occurrence. The policy shall endorse Citrus County, Florida, a political subdivision of the State of Florida as an additional insured and a waiver of subrogation must be included. The certificate holder shall read: *Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461.*

**B. Automobile Liability**

Lessee must obtain and maintain for the duration of the lease, coverage for all vehicles for Bodily Injury and Property Damage with minimum split limits of a minimum of $100/$300/$100 or $300,000 combined single limit. Lessee must provide proof of coverage to include the declaration page for coverage verification and provide this information for the duration of the lease.

**C. Other Insurance Requirements**

1) The Lessee shall provide a Certificate of Insurance on a standard accord form evidencing compliance with all insurance requirements at the inception of the lease. The certificate shall include a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium.

Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

2) The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

3) All required insurance policies must be written with a carrier having an A.M. Best rating of A- or better.

4) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

**Section 17. Oral Representations; Modifications.** No verbal statements made by either party shall be binding. This Agreement may only be modified or amended in writing and signed by the Lessor and the Lessee.

**Section 18. Indemnification.** Lessee shall indemnify, save and hold harmless the County and all of its officers, agents or employees from all cause of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by or arising from Lessee's use of the Premises including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all cost of litigation including appellate attorney's fees and cost as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provisions of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

**Section 19. Severability.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions.

**Section 20. Compliance with Laws, Regulations and Rules.** The Lessee will use the Premises and conduct or allow only those activities upon the Premises that are in compliance with all applicable laws, regulations and rules.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**Section 21. Acceptance of Premises.** The Lessee has examined the Premises before entering into this Agreement and accepts same in it's "as is, whereas" conditions. The Lessee has not relied upon any representations by the Lessor as to the conditions of the Premises or its suitability.

**Section 22. Subordination.** This Agreement is subordinate to the provisions of any existing or future arrangements between the Lessor and the United States of America, the State of Florida, Citrus County or their agencies, relative to the operation and maintenance of the Citrus County Airport and specifically subject to the rules and regulations of the Federal Aviation Administration.

**Section 23. Right of Entry.** The Lessor shall, at reasonable times, have the right to enter the Premise for inspection and maintenance of same.

**Section 24. Parking of Vehicles.** The Lessee shall assume all risk of loss or damage resulting from parking Lessee's, employees, or guests vehicle at said Hangar. The Lessee further acknowledges and agrees that the risk or loss or damage to said vehicle(s) is not a covered item under the property insurance for the Premises or under any other policy of insurance maintained by the Lessor.

**Section 25. Clear Aircraft Passageway.** The Lessee acknowledges that space in front of the hangars and the Premises herein serve as a passageway for aircraft taxiing to and from the hangars. The Lessee shall not park vehicle in areas that may interfere with taxiing aircraft. The Lessee further agrees to cooperate with adjacent Lessees regarding aircraft movements, parking of vehicles, and general use of the hangars.

**Section 26. Airport Security; Access Gate.** It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport Lessees and authorized users alike. The Lessee acknowledges that access to/from the airside portion of the Airport is through an automatic gate shared with other airside Lessees and authorized users. The Lessee, its agents, contractors, subcontractors, employees, sub-Lessees and guests shall gain access through this gate as approved by the Lessor and FBO.

**Section 27. Dispute; Venue; Fees.** In the event of any claim, action or dispute arising out of or related to this Agreement, such claim, action, or dispute shall be brought only in civil court in Citrus County, Florida. Each party shall bear its own attorney's fees and costs in any claim, action, dispute, and/or appeal. This Agreement shall be governed by Florida law.

Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed. This Agreement shall be binding upon and shall run in favor of the heirs, administrators or assignees of the parties hereto. This Agreement is accepted by the parties as of the date noted below.

**LESSOR:**

**CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida:

By: Charles R. Oliver
Charles R. Oliver, County Administrator

Date: 5/10/2021

**LESSEE:**

**Justin Brady**

Date: 5-5-21

**STATE OF FLORIDA**
**COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 5 day of May, 2021, by Susan Sykes, who is personally known to me or who produced GA Driver's License as identification.

Witness my hand and official seal this 5 day of May, 2021.

SUSAN SYKES NOTARY PUBLIC WALTON COUNTY, GEORGIA

Notary Public, State of Florida
Printed Name: Susan Sykes
Commission No: 221547
Expiration Date: Sept 18, 2021

Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

# T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 14th day of MAY **2021,** by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **Richard Buffington,** as **Lessee**, whose address is **1111 Ritter Rd, The Villages, FL 32163.**

**Section 1. Hangar and Purpose.** The Lessor hereby leases to the Lessee T-Hangar **Unit 1-N** at 4270 S Airport Rd Inverness FL, 34450, located on the Inverness Airport (the "Hangar" or the "Premises") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

**Section 2. Term**. This Agreement will commence on **June 1, 2021** and end on **May 31, 2025**. This Lease may be renewed upon negotiation.

**Section 3. Rent.** The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$338.69 per month, plus tax.** The Rent may be adjusted at the beginning of each renewal term. **Rent is due and payable on the first day of each month without notice. The Lessee is further responsible for payment of any and all fees, charges, and taxes (excluding real property taxes or any portion thereof) which may be applicable to the rental of the Hangar.** The Lessee is also responsible for the electric bill. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the obligations hereunder. Lessee shall mail Lessee's payments to Board of County Commissioners (BOCC) 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461 or to such other address as Lessor may direct.

**Section 4. Security Deposit.** The Lessee shall deposit with the Lessor the sum of **$268.76** (the "Deposit") prior to occupancy. Said amount shall be held by the Lessor as security to insure that the Premises are returned to the Lessor upon expiration of this Agreement in materially the same condition as originally rented except for ordinary wear and tear, and to further insure the Lessee's performance of the terms and conditions in this Agreement. Said Deposit shall not accrue interest to the Lessee. If the Lessee defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the Lessor may, but shall not be obligated to, apply or retain all or any portion of said Deposit for the payment of any amount due the Lessor or to reimburse or compensate the Lessor for any liability, cost, defense, loss or damage which the Lessor may suffer or incur by reason thereof. The Lessor shall, within 30 days of the Lessee vacating the Premises, return to the Lessee that portion of the Deposit not used or applied by the Lessor.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**Section 5. Rules and Regulations.** This Agreement is governed by all federal, state and local laws, rules, regulations, executive orders, policies, guidelines, and requirements, including but not limited to all grant assurances as listed below:

**a. Non-Discrimination**

The Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

**b. Standard Protection Clauses**

The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Inverness Airport.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

**c. Exclusive Rights**

Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

**d. Escalation Clause**

In January of each calendar year the rent will be adjusted in relation to the Consumer Price Index.

**Section 6. Limitation of Use; Prohibition of Outside Storage.** The use of the Premises shall be strictly limited to: (i) storage of the Aircraft described herein in Section 1; (ii) storage of those 'incidental items' needed for basic maintenance of aircraft; (iii) storage of one personal vehicle while the Aircraft is in transit. NO OTHER USES ARE ALLOWED. No outside storage is permitted nor is any other authorization to park aircraft on the Airport permitted. Violation of this provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

to engage in any use other than stated in Section 1, said use must first be approved in writing by the Lessor.

**Section 7. Aircraft Fueling; Storage of Fuel.** Aircraft shall not be fueled within twenty-five (25') feet of any hangar building. Fuel may only be stored in said Hangar in such quantity needed to sufficiently fuel the aircraft so that it may be taxied to a suitable fueling area.

**Section 8. Assignment and Subletting.** The Lessee shall not sublet or assign this Agreement without written approval from the Lessor.

**Section 9. Fire Prevention.** Fire extinguisher(s) shall be provided, per local Fire Marshall Requirements, and maintained by the Lessor and shall be mounted in the Premises. Lessee shall inspect fire extinguishers and notify Lessor in writing immediately upon noting any deficiencies. The cost of recharging any extinguisher shall be borne by the Lessee unless the Lessor is responsible for extinguisher discharge. The Lessee shall replace any lost or damaged fire extinguisher immediately. There will be "NO SMOKING" within the Premises.

**Section 10. Hangar Locks.** The Lessor will provide an entry lock (keyed, padlock or combination as appropriate) and it shall be the only lock used by the Lessee on the Premises. The Lessee shall pay the Lessor for the replacement of any damaged or lost lock immediately. The Lessee shall not make duplicate keys (or provide the combination as to combination locks) to allow access to another party without the prior written approval by the Lessor.

**Section 11. Improvements and Alterations.** No additions, fixtures, improvements or modifications shall be made to the Premises without prior written approval from the Lessor. All additions, fixtures, improvements or modifications made in or upon the Premises, whether by the Lessor or the Lessee, shall become the Lessor's property and shall remain upon the Premises at the termination or expiration of this Agreement without compensation to the Lessee. Building or other related permits for any modification or alterations will be the responsibility of the Lessee.

**Section 12. Repair and Maintenance of Premises.** The Lessor shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage to any and all Airport property caused by any act or negligence of the Lessee, its employees, agents, invitees or contractors, then such damage shall be immediately reported to Lessor and either repaired by the Lessee to the reasonable satisfaction of the Lessor or repaired by Lessor at Lessee's expense, at the option of Lessor.

At all times while this Agreement remains in force, the Lessee shall keep and maintain in good order, condition and repair the area leased by the Lessee including, without limitation: the interior walls; floors and ceilings; and the exterior and interior portions of all doors. The Hangar floor shall be clean and clear of debris, oil, grease and/or toxic chemicals. No hazardous or flammable materials will be stored within the Hangar unless stored within an EPA or local Fire Marshall approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. No material or object of any kind shall be left outside of said Hangar.

If the structure is damaged to such an extent that prompt repair is not possible, Lessor may void the lease and Lessee is released from all future rental obligations under the Lease.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**Section 13. Trash/Waste/Debris.** The Lessee shall be required to remove any and all Trash/Waste/Debris from the Airport Property that was generated by said Lessee.

**Section 14. Termination.** Either Party may terminate this agreement within thirty (30) days of written notice.

**Section 15. Risk of Loss.** The Lessee agrees that the Lessor shall not be liable for any loss arising out of, damage to, or destruction of (a.) the Aircraft; (b.) Lessee's personal property; or (c.) contents within the Premises or upon the Airport property, resulting from any cause, natural or manmade; however, excluding the intentional acts or gross negligence of the Lessor or their agents and employees.

**Section 16. Insurance.** Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee. The coverages, limits, and endorsements required herein protect the primary interests of the County, and these coverages, limits, and endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this contract.

**A. Aircraft Liability**

Lessee must obtain and maintain for the duration of the lease, an occurrence form policy with minimum limits of $1,000,000 per occurrence to include premises liability coverage. Passenger coverage is required and must be in the minimum amount of $100,000 per occurrence. The policy shall endorse Citrus County, Florida, a political subdivision of the State of Florida as an additional insured and a waiver of subrogation must be included. The certificate holder shall read: *Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461.*

**B. Automobile Liability**

Lessee must obtain and maintain for the duration of the lease, coverage for all vehicles for Bodily Injury and Property Damage with minimum split limits of a minimum of $100/$300/$100 or $300,000 combined single limit. Lessee must provide proof of coverage to include the declaration page for coverage verification and provide this information for the duration of the lease.

**C. Other Insurance Requirements**

1) The Lessee shall provide a Certificate of Insurance on a standard accord form evidencing compliance with all insurance requirements at the inception of the lease. The certificate shall include a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium.

2) The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

3) All required insurance policies must be written with a carrier having an A.M. Best rating of A- or better.

4) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

**Section 17. Oral Representations; Modifications.** No verbal statements made by either party shall be binding. This Agreement may only be modified or amended in writing and signed by the Lessor and the Lessee.

**Section 18. Indemnification.** Lessee shall indemnify, save and hold harmless the County and all of its officers, agents or employees from all cause of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by or arising from Lessee's use of the Premises including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all cost of litigation including appellate attorney's fees and cost as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provisions of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

**Section 19. Severability.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions.

**Section 20. Compliance with Laws, Regulations and Rules.** The Lessee will use the Premises and conduct or allow only those activities upon the Premises that are in compliance with all applicable laws, regulations and rules.

**Section 21. Acceptance of Premises.** The Lessee has examined the Premises before entering into this Agreement and accepts same in it's "as is, whereas" conditions. The Lessee has not relied upon any representations by the Lessor as to the conditions of the Premises or its suitability.



Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**Section 22. Subordination.** This Agreement is subordinate to the provisions of any existing or future arrangements between the Lessor and the United States of America, the State of Florida, Citrus County or their agencies, relative to the operation and maintenance of the Citrus County Airport and specifically subject to the rules and regulations of the Federal Aviation Administration.

**Section 23. Right of Entry.** The Lessor shall, at reasonable times, have the right to enter the Premise for inspection and maintenance of same.

**Section 24. Parking of Vehicles.** The Lessee shall assume all risk of loss or damage resulting from parking Lessee's, employees, or guests vehicle at said Hangar. The Lessee further acknowledges and agrees that the risk or loss or damage to said vehicle(s) is not a covered item under the property insurance for the Premises or under any other policy of insurance maintained by the Lessor.

**Section 25. Clear Aircraft Passageway.** The Lessee acknowledges that space in front of the hangars and the Premises herein serve as a passageway for aircraft taxiing to and from the hangars. The Lessee shall not park vehicle in areas that may interfere with taxiing aircraft. The Lessee further agrees to cooperate with adjacent Lessees regarding aircraft movements, parking of vehicles, and general use of the hangars.

**Section 26. Airport Security; Access Gate.** It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport Lessees and authorized users alike. The Lessee acknowledges that access to/from the airside portion of the Airport is through an automatic gate shared with other airside Lessees and authorized users. The Lessee, its agents, contractors, subcontractors, employees, sub-Lessees and guests shall gain access through this gate as approved by the Lessor and FBO.

**Section 27. Dispute; Venue; Fees.** In the event of any claim, action or dispute arising out of or related to this Agreement, such claim, action, or dispute shall be brought only in civil court in Citrus County, Florida. Each party shall bear its own attorney's fees and costs in any claim, action, dispute, and/or appeal. This Agreement shall be governed by Florida law.

Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

**IN WITNESS WHEREOF**, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed. This Agreement shall be binding upon and shall run in favor of the heirs, administrators or assignees of the parties hereto. This Agreement is accepted by the parties as of the date noted below.

**LESSOR:**

**CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida:

By: Charles R. Oliver
Charles R. Oliver, County Administrator

Date: 5/14/2021

**LESSEE:**

Richard L Buffington
**Richard Buffington**

Date: 5/3/21

**STATE OF FLORIDA**
**COUNTY OF CITRUS**

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of May, 2021, by Richard Buffington, who is personally known to me or who produced FLDL as identification.

Witness my hand and official seal this 3rd day of May, 2021.

KELLY R MILLER
Notary Public-State of Florida
Commission # GG 913853
My Commission Expires
September 17, 2023

Kelly Miller
Notary Public, State of Florida
Printed Name: Kelly Miller
Commission No: GG913853
Expiration Date: 9/17/2023

Attachment: Supporting Docs (12912 : Acknowledgement of Airport Hangar Lease Agreement(s))

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | Release of Lien - Connection Fee Lien Agreement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Connection Charge Installment Lien Agreement recorded in: Official Record Book 2201 Page 105 through page 108 inclusive, in the name Deanna McGee, Official Record Book 2943 Page 1388 through page 1391 inclusive, in the name Barbara Edwards, Official Record Book 3134 Page 253 through page 257 inclusive, in the name Robert & Susan Boyle, Official Record Book 2998 Page 266 through 269 inclusive in the name Herman & Mary Kaylor, official Record Book 3022 Page 2008 through 2011 inclusive in the name Cobalt Realty Asset Group, LLC, Official Record Book 3022 Page 2000 through 2003 inclusive in the name Steven DiBeneditto, Official Record Book 2831 Page 1319 through 1322 inclusive in the name Lesile Douglas. These liens have been paid in full.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute the Release of Liens for the following Connection Charge Installment Lien Agreements: Deanna McGee, Barbara Edwards, Robert & Susan Boyle, Herman & Mary Kaylor, Cobalt Realty Asset Group, LLC and Steven DiBeneditto and Lesile Douglas.

Attachment: RELEASE OF LIEN - Connection Lien Agreement McGee - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien Agreement)

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On March 14, 2008 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2201 Page 105 through 108, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2201 Page 105 through 108 inclusive:

   Deanna McGee
   3098 W Laurel St - Site Address
   Inverness, FL 34453
   PO BOX 223 – Mailing Address
   Lecanto, FL 34460

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2201 page 105 through 108 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Dec 6, 2018 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2943 Page 1388 through 1391, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2943 Page 1388 through 1391 inclusive:

   Barbara Edwards
   1400 N Dunkenfield Ave - Site Address
   Crystal River, FL 34429
   1400 N Dunkenfield Ave – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2943 page 1388 through 1391 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Edwards - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien

Attachment: RELEASE OF LIEN - Connection Lien Agreement Boyle - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien Agreement)

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Feb 11, 2021 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3134 Page 253 through 257, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3134 Page 253 through 257 inclusive:

   Robert & Susan Boyle
   6511 W Cardinal St - Site Address
   Homosassa, FL 34429
   1075 17th St – Mailing Address
   Des Moines, IA 50314

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3134 page 253 through 257 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Kaylor - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien Agreement)

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Aug 16, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2998 Page 266 through 269, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2998 Page 266 through 269 inclusive:

   Herman & Mary Kaylor
   1085 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   1085 S Rock Crusher Rd – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2998 page 266 through 269 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Cobalt - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien Agreement)

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Dec 5, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3022 Page 2008 through 2011, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3022 Page 2008 through 2011 inclusive:

   Cobalt Realty Asset Group, LLC
   2134 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   6979 W Jehle Ct – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3022 page 2008 through 2011 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On Dec 5, 2019 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 3022 Page 2000 through 2003, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 3022 Page 2000 through 2003 inclusive:

   Steven DiBeneditto
   1051 S Rock Crusher Rd - Site Address
   Homosassa, FL 34448
   1051 S Rock Crusher Rd – Mailing Address
   Homosassa, FL 34448

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 3022 page 2000 through 2003 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Dibeneditto - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien

**RELEASE OF LIEN**

STATE OF FLORIDA
COUNTY OF CITRUS

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan whom is personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida which serves as the Citrus County Municipal Service Benefit Unit for Water and Wastewater Services

2. On May 25, 2017 the Board filed in the public records a Connection Charge Installment Lien Agreement. Said Lien was recorded in Official Record Book (ORB) 2831 Page 1319 through 1322, inclusive, public records of Citrus County, Florida.

3. The Board wishes to release the lien recorded in ORB 2831 Page 1319 through 1322 inclusive:

   Lesile Douglas
   6588 W Gannet Place - Site Address
   Crystal River, FL 34429
   6588 W Gannet Place – Mailing Address
   Crystal River, FL 34429

4. The Board does hereby release the Connection Charge Installment Lien Agreement recorded in ORB 2831 page 1319 through 1322 inclusive.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA
110 N Apopka Avenue
Inverness, FL 34450

_____
Chairman: Scott Carnahan

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledge before me this _____ day of _____, 202____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This instrument was prepared by:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: RELEASE OF LIEN - Connection Lien Agreement Douglas - June 8, 2021 (12872 : Release of Lien - Connection Fee Lien

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | Connection Fee Lien Agreement - Means |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

New Connection Charge Installment Lien Agreement, in the name of Tressie Means to be recorded in the Official Record Book.

**BUDGET IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Tressie Means.

Attachment: Connection Fee Installment Lien Agreement - Means-6798 S Threshold Pt (12973 : Connection Fee Lien Agreement - Means)

# CONNECTION FEE INSTALLMENT LIEN AGREEMENT

## ("CFIL AGREEMENT")

**THIS AGREEMENT** entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Tressie Means** whose mailing address is **P.O. Box 414 Homosassa FL 34447** hereinafter referred to as PROPERTY OWNER.

**WITNESSETH**

**WHEREAS,** PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

**WHEREAS,** the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$1,830.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: Connection Fee Installment Lien Agreement - Means-6798 S Threshold Pt (12973 : Connection Fee Lien Agreement - Means)

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CLERK OF COURT: Angela Vick

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

WITNESS Darlene Lechleidner BY: Tressie L. MEANS

WITNESS Kathryn Churchill

Signature: Tressie L. Means

PROPERTY OWNER:

STATE OF Florida )

COUNTY OF Citrus )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Tressie Means** who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 25th day of May, 2021.

Amy S Emminger

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of _____

Printed Name:

Commission No.:

Exp. Date:

Notary Public State of Florida
Amy S Emminger
My Commission GG 947656
Expires 01/15/2024

Attachment: Connection Fee Installment Lien Agreement - Means-6798 S Threshold Pt (12973 : Connection Fee Lien Agreement - Means)

Exhibit "A"

**Name:** Tressie Means

**Legal Description:** GULF HWY LAND UNIT 9 SEC 2 PB 4 PG 147 PCL C OF LOTS 50 & 51: COM AT NW COR OF LT 50, TH S 89 DEG 37M 50S E AL N LN OF LT 50 & AL N LN OF LT 51 269.36 FT TO POB, TH S 89 DEG 37M 50S E AL N LN OF LT 51 134.68 FT TO NE COR OF LT 51, T H S 0 DEG 4M 19S E AL E LN OF LT 51 328.98 FT TO SE COR OF LT 51, TH N 89 DEG 37M 38S W AL S LN OF LT 51 134.68 FT , TH N 0 DEG 4M 15S W 328.97 FT TO POB (PCL C CUTOUT SEPARATE THRU CUTOUT #91-94)) DESC IN OR BK 1400 PG 923 & OR BK 1554 PG 1017

**Service Address:** 6798 S Threshold Pt, Homosassa, FL 34446

**Mailing Address:** PO Box 414, Homosassa, FL 34447

Attachment: Connection Fee Installment Lien Agreement - Means-6798 S Threshold Pt (12973 : Connection Fee Lien Agreement - Means)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | Set a Public Hearing on an Ordinance Amendment Relating to Wastewater Connections |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Set a Public Hearing on July 13, 2021 at 2:00 p.m. on an Ordinance relating to SECTION 102-101 ENTITLED “WASTEWATER CONNECTIONS".

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Set a Public Hearing on July 13, 2021 at 2:00 p.m. on an Ordinance of Citrus County, Florida, a political subdivision of the State of Florida, pertaining to Citrus County Code Enforcement, amending Chapter 102 entitled "wastewater connections"; amending Article V, Section 20-54(b)(1); amending Article VII, Section 102-101; providing for severability; providing for modifications that may arise from consideration at public hearing; providing for inclusion into the code; and providing for an effective date.

**ORDINANCE NO. 2020-_____**

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 102 UTILITIES, AMENDING ARTICLE III, SECTION 102-101 ENTITLED "WASTEWATER CONNECTIONS: WHEN REQUIRED; PROHIBITED CONSTRUCTION; INSTALLATION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

**WHEREAS,** the Board adopted Section 102-101 of the Code of Ordinances requiring connection to an available publicly owned or investor-owned sewage system in Citrus County;

**WHEREAS,** the County is subject to certain Basin Management Action Plan (BMAP) requirements, Section 373.811(2), F.S., pertaining to mandatory connection.

**NOW, THEREFORE**, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The provisions of Article III, Section 102-101 are amended as follows:

It is unlawful for any person to construct, install or repair septic tanks or other similar wastewater treatment systems in or upon any property where a publicly owned or investor-owned sewage system is available. For purposes of this section, the term "available" shall have the same definition as the definition contained in Section 381.0065 (2)(a), F.S. or any successor statute. Owners of onsite sewage treatment and disposal systems are required to connect to an available publicly owned or investor-owned sewerage system within one (1) year in accordance with Section 381.00655(1)(a), F.S., and to abandon the existing system(s) in accordance with all applicable laws, rules and regulations; these requirements shall be enforced in accordance with the provisions of this Article III and chapter 19 of the Citrus County Code. In addition, activities described in Section 373.811(2), F.S. are prohibited within the Priority Focus Area (PFA) delineated in the Crystal River/Kings Bay Basin Management Action Plan and the Homosassa/Chassahowitzka Basin Management Action Plan dated June 2018 preventing new onsite sewage treatment and disposal systems from being constructed on lots less than one (1) acre unless the new system includes enhanced treatment of nitrogen as approved by the necessary agency as described in Chapter 64E-6, Florida Administrative Code (FAC) or the publicly owned or investor-owned utility provider demonstrates a sewerage system will become available within five (5) years. ~~in F.A.C. 10D-6.42(9), or any successor regulation adopted by the state department of health.~~

Attachment: Ordinance to Amend Ch 102 - Redline (12979 : Set a Public Hearing on an Ordinance Amendment Relating to Wastewater

**Section 2. Severability**. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Section 3. Modification**. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

**Section 4. Codification.** The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 102 of the Citrus County Code of Ordinances.

**Section 5. Effective Date**. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, Clerk SCOTT CARNAHAN, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
County Attorney

Attachment: Ordinance to Amend Ch 102 - Redline (12979 : Set a Public Hearing on an Ordinance Amendment Relating to Wastewater

**ORDINANCE NO. 2020-_____**

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, PERTAINING TO CHAPTER 102 UTILITIES, AMENDING ARTICLE III, SECTION 102-101 ENTITLED "WASTEWATER CONNECTIONS: WHEN REQUIRED; PROHIBITED CONSTRUCTION; INSTALLATION"; PROVIDING FOR SEVERABILITY; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Citrus County Board of County Commissioners ("Board") is the legislative and governing body of Citrus County, Florida, a political subdivision of the State of Florida, authorized to exercise governmental powers pursuant to Article VIII of the Constitution of the State of Florida and Section 125.01, Florida Statutes; and

**WHEREAS,** the Board adopted Section 102-101 of the Code of Ordinances requiring connection to an available publicly owned or investor-owned sewage system in Citrus County;

**WHEREAS,** the County is subject to certain Basin Management Action Plan (BMAP) requirements, Section 373.811(2), F.S., pertaining to mandatory connection.

**NOW, THEREFORE**, **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The provisions of Article III, Section 102-101 are amended as follows:

It is unlawful for any person to construct, install or repair septic tanks or other similar wastewater treatment systems in or upon any property where a publicly owned or investor-owned sewage system is available. For purposes of this section, the term "available" shall have the same definition as the definition contained in Section 381.0065 (2)(a), F.S. or any successor statute. Owners of onsite sewage treatment and disposal systems are required to connect to an available publicly owned or investor-owned sewerage system within one (1) year in accordance with Section 381.00655(1)(a), F.S., and to abandon the existing system(s) in accordance with all applicable laws, rules and regulations; these requirements shall be enforced in accordance with the provisions of this Article III and chapter 19 of the Citrus County Code. In addition, activities described in Section 373.811(2), F.S. are prohibited within the Priority Focus Area (PFA) delineated in the Crystal River/Kings Bay Basin Management Action Plan and the Homosassa/Chassahowitzka Basin Management Action Plan dated June 2018 preventing new onsite sewage treatment and disposal systems from being constructed on lots less than one (1) acre unless the new system includes enhanced treatment of nitrogen as approved by the necessary agency as described in Chapter 64E-6, Florida Administrative Code (FAC) or the publicly owned or investor-owned utility provider demonstrates a sewerage system will become available within five (5) years. .

Attachment: Ordinance to Amend Ch 102 - Clean (12979 : Set a Public Hearing on an Ordinance Amendment Relating to Wastewater

**Section 2. Severability**. If any section, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**Section 3. Modification**. The provisions of this Ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed with the Clerk.

**Section 4. Codification.** The publisher of the County's Code of Ordinances, the Municipal Code Corporation, is directed to incorporate the amendments to the provisions of Chapter 102 of the Citrus County Code of Ordinances.

**Section 5. Effective Date**. This Ordinance shall take effect as provided by law.

PASSED AND DULY ADOPTED, in open session, with a quorum present and voting, this _____day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, Clerk

_____
SCOTT CARNAHAN, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
County Attorney

Attachment: Ordinance to Amend Ch 102 - Clean (12979 : Set a Public Hearing on an Ordinance Amendment Relating to Wastewater

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-2022 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

In accordance with Citrus County Code of Ordinances 90-733 (a)(2), the Board of County Commissioners must pass a rate resolution by September 1, 2021 for the upcoming fiscal year for Solid Waste fees and assessment rates. The Solid Waste Management Division is proposing an increase to the fees and assessment rates for Fiscal Year 2021-2022.

The proposed fee schedules, A, B, and C are attached.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

The proposed increase in fees and assessment are needed to address increased operation cost at the landfill.

**RECOMMENDED ACTION:**

a. Board acknowledgement of the proposed Solid Waste Management Fees and Assessment Rates for Fiscal Year 2021-2022.

b. Set a public hearing on July 27, 2021, at 2:15 P.M. to consider adopting the Solid Waste Fees and Assessment Rates for Fiscal Year 2021-2022.

# EXHIBIT "A"
# RESIDENTIAL DISPOSAL ASSESSMENT
# EFFECTIVE OCTOBER 1, 2021

## Solid Waste Municipal Service Benefit Unit

$27.00 per residential dwelling unit

Each single-family residence, condominium unit, apartment, mobile home, or mobile home within a mobile home park shall constitute a residential dwelling unit but shall not apply to commercial as defined in Section 90-731, Citrus County Code.

## COMMERCIAL DISPOSAL FEE

$1.25 per cubic yard (Disposal Service Unit Rate).

Nonresidential or commercial as defined in Sections 90-731 and 90-763, Citrus County Code.

Attachment: Proposed Fee Schedule 2021.22 (12943 : Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-

# EXHIBIT "B"
# ASSESSED RESIDENTIAL FEE SCHEDULE
# EFFECTIVE OCTOBER 1, 2021

TRANSACTION FEE: ..... $4.00 per visit for all paid items
(Certified Haulers & Municipalities exempt)

** LATE CUSTOMER CHARGE: (Starts at 4:40pm Mon-Fri and Starts at 2:40pm Sat) ..... $1.50 per minute

** ALL LOADS PAID BY BUSINESS CHECKS / BUSINESS CREDIT CARDS ARE CHARGED AT BUSINESS RATES

BAGGED OR CANNED SOLID WASTE / YARD WASTE

Residential Solid Waste / Trash ..... Up to 5 – 30-gallon bags or cans included under transaction fee
..... from 6 to 9 – 30-gallon bags or cans additional $1.00 per bag/can
..... 10 and over will be at per ton rate

Residential Yard Waste ..... Up to 8 – 30-gallon bags or cans included under transaction fee
.....9 and over will be at per ton rate

NON-BAGGED WASTE:

Residential Solid Waste / Trash..... $30.00 /ton
Uncovered or uncontained waste or yard waste / addl. surcharge .....$10.00 /ton
Residential Yard Waste ..... $22.50 /ton
(Logs or Stumps in excess of 4 ft. in diameter or in excess of 10 ft. in length will not be accepted)
Residential Christmas Trees - ~~Dec. & Jan. only~~…Dec 26th-Jan 31st ..... No Charge

BULKY WASTE NON-RESIDENTIAL SELF-HAUL:

Consisting of furniture / carpet & padding / mattress & box springs..... No Charge
Amounts exceeding 1000 lbs. per year..... $30.00 /ton

~~**ANNUAL RESIDENTIAL SELF-HAUL ADVANCE DISPOSAL PAYMENT PROGRAM:**~~
~~**SUBJECT TO LIMITATIONS IN PROGRAM DESCRIPTION**~~

~~**Bagged Household Garbage / Bagged Yard Waste**~~
~~**Eight 30 Gallon Containers per Week**~~

| ~~Purchase Date:~~ | ~~Regular~~ | ~~Senior (Purchaser 62 or older)~~ |
|---|---|---|
| ~~Oct. 1-Dec. 31~~ | ~~$ 96 per Vehicle~~ | ~~$ 68 per Vehicle~~ |
| ~~Jan. 1-Mar. 31~~ | ~~$ 72 per Vehicle~~ | ~~$ 51 per Vehicle~~ |
| ~~Apr.1-June 30~~ | ~~$ 48 per Vehicle~~ | ~~$ 34 per Vehicle~~ |
| ~~July 1-Sept. 30~~ | ~~$ 24 per Vehicle~~ | ~~$ 17 per Vehicle~~ |

~~The County has an established renewal by mail process for all existing pass holders for the rate schedule October 1 through December 31~~
~~In order to qualify for the senior rate, a copy of the applicant's driver's license must be attached to the application for verification~~
~~Applications delivered to the Landfill Administrative Office will be processed in a timely manner and returned by mail.~~

***PROPOSED***

**ANNUAL RESIDENTIAL SELF-HAUL ADVANCE DISPOSAL PAYMENT PROGRAM:**
**SUBJECT TO LIMITATIONS IN PROGRAM DESCRIPTION**

**Bagged Household Garbage / Bagged Yard Waste**
**Eight 30 Gallon Containers per Week**

| Purchase Date: | New Passholder | Senior |
|---|---|---|
| Oct. 1–Dec. 31 | $ 104 per Vehicle | $72 per Vehicle |
| Jan. 1-Mar. 31 | $ 78 per Vehicle | $54 per Vehicle |
| Apr.1-June 30 | $ 52 per Vehicle | $36 per Vehicle |
| July 1-Sept. 30 | $ 26 per Vehicle | $18 per Vehicle |

The County has an established renewal by mail process for all existing pass holders for the rate schedule October 1 through December 31
In order to qualify for the senior rate, a copy of the applicant's driver's license must be attached to the application for verification.
Applications delivered to the Landfill Administrative Office will be processed in a timely manner and returned by mail.

Attachment: Proposed Fee Schedule 2021.22 (12943 : Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-

Loads may be combined with "No Charge" items up to per-visit limits and still use bypass lane.
Loads that contain items for which there is a charge must use the scale lane.

CERTIFIED WEIGHT: ..... $5.00 each

CLEAN CONCRETE FOR RECYCLING: ..... ~~$10.00 /ton~~..... No longer Accepted

CLEAN RECYCLABLES: ..... No Charge

ADDITIONAL RECYCLABLES.... (at the Landfill Only)
Used Oil, Used Oil Filters and Anti-Freeze..... Limit 10 gallons per visit..... No Charge
Cooking Oil..... Limit 10 gallons per visit.....No Charge

CONSTRUCTION & DEMOLITION DEBRIS, CONCRETE, BOATS OR TRAILERS: ..... $60.00 /ton

ELECTRONIC EQUIPMENT:
Televisions, Monitors, and all other equipment..... $30.00 /ton
Computers, Laptops, and Tablets....~~Monitors, and all other equipment~~..... No Charge

HAZARDOUS WASTE, PAINT & RELATED MATERIALS: 9 a.m. to 1 p.m. on Tuesday, Thursday, & Friday
First 10 gallons or 60 lbs..... No Charge
Over 10 gallons or 60 lbs..... $0.35 /lb.
Latex Paint 10 gallons or 60 lbs. limited per disposal ..... No Charge

LEAD ACID & RECHARGEABLE BATTERIES: ..... No Charge

MERCURY-CONTAINING DEVICES:
Fluorescent Lamps - straight, circular, U-shaped & compact fluorescent bulbs (First 10 free, thereafter) ..... $0.80 per lamp
MCD/HIDs - first 10 free, thereafter..... $2.00 each

METAL APPLIANCES:
Refrigerators, Freezers, A/C units.....(First unit, No charge, thereafter) ..... $30.00 /ton
Propane Tanks.....(~~First unit, No charge, thereafter~~) ..... $30.00 /ton
Other Metal Appliances... (Stoves, Washers, etc.) ..... No Charge

SCRAP METAL: ..... No Charge

SPECIAL WASTE:
Asbestos, Sludge, Oil-Contaminated materials (by Staff Approval Only), Items Requiring Verified Burial, and Animal carcass ..... $90.00 /ton

TIRES:
Residential Passenger Car Tires up to 5..... (~~Maximum 5 per visit - 2 times per year~~) ..... ~~No Charge~~..... $2.00 each
Residential Car or Small Truck Tires over 5.....~~$95.00 /ton~~..... $100.00 /ton
Residential Oversize tires any number.....~~$200.00 /ton~~..... $250.00 /ton

WASTE RELOCATION CHARGE: ..... (1 Hour Minimum Charge) ..... $90.00 per Man-Hour

## EXHIBIT "B"
## COMMERCIAL & NON-ASSESSED RESIDENTIAL FEE SCHEDULE
## EFFECTIVE OCTOBER 1, 2021

TRANSACTION FEE: ..... $4.00 per visit for all paid items
(Certified Haulers & Municipalities exempt)
** LATE CUSTOMER CHARGE: (Starts at 4:40pm Mon-Fri & Starts at 2:40pm Sat) ..... $1.50 per minute
** WASTE RELOCATION CHARGE: ..... (1 Hour Minimum Charge) ..... $90.00 per Man-Hour
** ALL LOADS PAID BY BUSINESS CHECKS / BUSINESS CREDIT CARDS ARE CHARGED AT BUSINESS RATES

SOLID WASTE TIPPING FEES:
Uncovered or uncontained waste surcharge..... $10.00 /ton
Non-Certified / Non-Assessed Haulers & Commercial Self-Haul.....$60.00 /ton
Non-Assessed residential self-haul.....$60.00 /ton
Certified Haulers.....$30.00 /ton
City Trucks / City Contract Haulers & Roll-offs with Solid Waste Disposal Interlocal Agreement.....$33.23 /ton
Roll-off containerized waste from unincorporated areas.....$60.00 /ton
Non-Assessment Roll-off containerized waste.....$60.00 /ton
Mixed-City / County Routes..... Per Agreement with BOCC Only
Out of County Waste..... Per Agreement with BOCC Only
Registered Non-Profit Organizations with Thrift Shop.....First 1000lbs/month free, $30.00/ton thereafter

BULKY WASTE BY NON-RESIDENTIAL SELF-HAULERS:
Consisting of furniture / carpet & padding / mattress & box springs..... $60.00 /ton

Attachment: Proposed Fee Schedule 2021.22 (12943 : Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-

CERTIFIED WEIGHT: ..... $ 5.00 each

CLEAN CONCRETE FOR RECYCLING: ..... ~~$10.00 /ton~~ ..... Not Accepted

CLEAN RECYCLABLES ..... No Charge

ADDITIONAL RECYCLABLES: (At the Landfill Only)
- Used Oil, Used Oil Filters and Anti-Freeze ..... (Limit 10 gallons per visit) ..... No Charge
- Cooking Oil ..... (Limit 10 gallons per visit) ..... No Charge

CONSTRUCTION & DEMOLITION DEBRIS, CONCRETE, BOATS OR TRAILERS: ..... $60.00 /ton

ELECTRONIC EQUIPMENT:
- Televisions, Monitors, and all other equipment ..... $60.00 /ton
- Computers, Laptops, and Tablets ..... ~~Monitors, and all other equipment~~ ..... No Charge

HAZARDOUS WASTE, PAINT & RELATED MATERIALS 9 a.m. to 1 p.m. on Tuesday, Thursday, & Friday
- By Conditionally Exempt Small Quantity Generators ..... $1.00 /lb.
- Non-Assessed Residents ..... $0.35 /lb.

** HAZARDOUS WASTE from SMALL QUANTITY and LARGER GENERATORS, WILL NOT BE ACCEPTED **

LEAD ACID & RECHARGEABLE BATTERIES: ..... No Charge

MERCURY-CONTAINING DEVICES:
- Fluorescent Lamps -- straight, circular, U-shaped & compact fluorescent bulbs - ~~(First 10 free, thereafter)~~ ..... $0.80 per lamp
- MCD/HIDs ..... $2.00 each

METAL APPLIANCES:
- Refrigerators, Freezers, A/C units ..... $60.00 /ton
- Propane Tanks ..... ~~(First unit, No charge, thereafter)~~ ..... $60.00 /ton
- Other Metal Appliances -- Stoves, Washers, etc ..... No Charge

SCRAP METAL: ..... No Charge

SPECIAL WASTE:
- Asbestos, Sludge, Oil-Contaminated materials (by Staff Approval Only), Items Requiring Verified Burial, and Animal Carcass ..... $90.00 /ton

TIRES:
- Passenger Car Tires up to 10 ..... $2.00 each
- Residential Car or Small Truck Tires over 10 ..... ~~$95.00 /ton~~ ..... $100.00 /ton
- Residential Oversize tires any number ..... ~~$200.00 /ton~~ ..... $250.00/ton

YARD WASTE ..... $22.50 /ton
(Logs or Stumps in excess of 4 ft. in diameter or in excess of 10 ft. in length will not be accepted)

WASTE RELOCATION CHARGE: ..... (1 Hour Minimum Charge) ..... $90.00 per Man-Hour

Attachment: Proposed Fee Schedule 2021.22 (12943 : Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-

# EXHIBIT "C"
# SOLID WASTE MANAGEMENT EMERGENCY FEE SCHEDULE
# EFFECTIVE OCTOBER 1, 2021

This fee schedule may be implemented under the following conditions:

Locally declared state of emergency, or

Failure of the landfill's normal and backup power supply, scales, scale house building and/or computers for scale house management system.

This fee schedule will be terminated, and the regular fee schedule will be reinstated under the following conditions:

Return of function for power, scales, scale house building and/or computers for the scale house management system or

Termination of state of emergency or

Direction of BOCC.

**Charge customers – certified waste collectors**

Front load and rear load route trucks. Weight is equal to the average load weight for that collection vehicle, for the same waste type, within the past 30 days. Rate is the normal per ton rate. If the truck has no visits during the period of record, use the most similar truck (type, capacity) from the same collection company for the maximum load.

Roll-off truck with open-top box. Weight is equal to the density calculated for landfill CSA waste boxes times the capacity of the open-top box. Rate is the normal per ton rate. Compactor roll-off boxes. Weight is equal to the average weight for that container within the past 30 days. Rate is normal per ton rate. If the container has no visits during the period of record, use the most similar container from the same collection company for the maximum load.

Receipts will be manual tickets indicating date, time, truck number and material and if applicable, roll-off container capacity.

**Charge customers - all others-** See below.

**Residential and commercial cash customers – prices include transaction fee**

Car or van $ 5.00
Single axle pickup truck $ 9.00
Dual axle pickup truck $18.00
Car or van with trailer $ 6.00
Pickup truck with trailer <12 feet long $18.00
Pickup truck with trailer > 12 feet long $27.00
Dual axle with trailer <12 feet long $36.00
Dual axle with trailer > 12 feet long $60.00

Dump trucks - Weight is equal to the density calculated for landfill CSA waste boxes times the capacity of the dump bed. Rate is the normal per ton rate.

Items that are normally free for residents will be charged. Material separation for disposal location remains in effect. Receipts for all transactions (if requested) will be manual tickets indicating date, and cash amount paid.

No vegetative debris will be accepted during the first three days following a natural disaster.

Attachment: Proposed Fee Schedule 2021.22 (12943 : Set a Public Hearing to Adopt the Solid Waste Fees and Assessment Rates for FY 2021-

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-2022 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The Property Appraiser's Office maintains the list of properties to which the residential solid waste assessment is applicable, by contract with the Board. The Board is required to annually ratify and confirm that roll at a public hearing.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Proposed assessment rate will provide a portion of the revenue sources for the Solid Waste Management enterprise fund for FY 2021-2022.

**RECOMMENDED ACTION:**

Set a public hearing on July 27, 2021, at 2:20 P.M. to consider adopting the residential solid waste assessment roll prepared by the Property Appraiser's Office.

# CODE 90-733

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-2022)

(a) There is hereby created the county solid waste municipal service benefit unit, the boundary of which shall include all of the unincorporated area of the county. The incorporated cities of Inverness and Crystal River also shall be included in the county municipal service benefit unit upon their adoption of an ordinance consenting to be a part of the county solid waste municipal service benefit unit pursuant to section 125.01(1)(q), F.S.

(b) It is the purpose of this division to establish a schedule of fees, rates, charges and assessments for the disposal of solid waste from improved real, property in the county; to assist in paying for the financing, construction, operation, maintenance, closure and long term care of the solid waste disposal and resource recovery system; and to provide a method and procedure for the collection of such established fees, rates, charges and assessments.

(c) It is hereby declared that the construction, operation, maintenance, closure and long term care of the solid waste disposal and resource recovery system is a benefit and improvement to all improved real property in the county, regardless of the use or occupancy of such property. The construction, operation and maintenance of the solid waste disposal and resource recovery system ensures that the owners of improved real property have a suitable location for the disposal of the solid waste that is generated on such property that is practical and compatible with the health and safety of all citizens in the county.

(Ord. No. 97-02, § 3, 5-27-97)

Sec. 90-733. - Determination of annual disposal assessments and charges; public hearing.

(a) On or before the first day of September of each year or as otherwise required by general law, and after a public hearing, the board shall:

(1) Adopt a budget for the operation and maintenance of the solid waste disposal and resource recovery system for the next fiscal year.

(2) Adopt a rate resolution which shall incorporate a determination of the annual rates, fees, charges, assessments, or service charges to be imposed upon the owners of improved real property in the county, levied and assessed against the improved real property, and collected as is provided in this division. The method of determining the amount of the annual disposal assessment and other rates and fees will be determined annually by resolution.

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-

However, the annual disposal assessment shall not exceed the value of the benefits conferred on the improved real property by the county in providing the solid waste disposal services, and shall be fairly reasonably apportioned to ensure that county residents pay their fair share of the cost to the county of providing the services.

(3) Adopt a resolution which shall incorporate a determination of the tipping fees, if any, to be charged by the county for receiving and disposing of solid waste, hazardous waste and special waste. The tipping fees charged shall be in addition to the annual disposal assessments.

(4) If it is determined by the board of county commissioners that the previously established tipping fees, annual disposal assessment, and other rates, fees, charges, assessments, and service charges will be insufficient to pay all of the applicable debt service and costs for the solid waste disposal and resource recovery system and to satisfy all of the obligations of the county under any related bond resolution or bonds, the board may adopt, levy and collect a supplemental tipping fee. The supplemental tipping fee shall be collected at the point of disposal of the solid waste at a county-approved facility and shall be established in the same manner as the annual tipping fees. The supplemental tipping fee shall be set at a level which is sufficient, when coupled with the annual disposal assessments and other fees and service charges, to pay for the system's debt service and other costs for the remainder of the fiscal year. The supplemental tipping fee shall remain in effect until the county has collected sufficient funds from the subsequent annual rates, fees, charges, special assessments or service charges are sufficient to pay the system's costs of operation and maintenance and all other obligations of the county under any related bond resolution or trust indenture.

When setting tipping fees, the board may reasonably classify types of solid waste.

Notice of the time, place and purpose of the public hearing required by this section shall be given by publication in a newspaper of general circulation in the county once each week for two weeks prior to the hearings for fiscal year 1997-98 the board shall also comply with the notice requirements in section 197.3632(4), F.S.

(5) If the board determines that there is no need for an annual disposal assessment, there need be none adopted for a particular year. If tipping fees are not required, then the tipping fees need not be levied for a particular year. The apportionment for costs between tipping fees and the annual disposal assessment shall be discretionary.

(b)

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-

# CODE 90-738

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-2022)

No collector shall dispose of in a county solid waste facility or system solid waste generated from outside of the county unless the collector has a contract to do so approved by the board of county commissioners pursuant to section 82-123 of the Code.

(Ord. No. 97-02, § 6, 5-27-97; Ord. No. 2001-A28; Ord. No. 2001-A28, § 3, 8-30-01)

Sec. 90-736. - Annual disposal assessment lien.

The annual disposal assessment shall be a lien upon the land so assessed, prior in superiority to all other liens and assessments against said lands, and equal in rank to county ad valorem taxes, until the annual disposal assessment is paid. The annual disposal assessment shall become a lien on said lands from October 1 of the year for which the annual disposal assessment is made and shall be payable on or after November 1 of the same year to the tax collector, but shall not become delinquent unless unpaid on April 1 of the following year. The county tax collector shall, upon payment of the county taxes against any property subject to the annual disposal assessment, collect therewith the annual disposal assessment unless the annual disposal assessment shall have been sooner paid. Failure to pay the annual disposal assessment when due shall subject said lands to the issuance of certificates and possible forfeiture sale in the same manner that is provided for delinquent ad valorem taxes, section 197.361, F.S.

(Ord. No. 97-02, § 7, 5-27-97)

Sec. 90-737. - When assessment due; discount; delinquent.

The annual disposal assessments shall be due and payable in the same manner as general ad valorem taxes. On all annual disposal assessments imposed and collected, discounts for early payment thereof shall be at the rate of four percent in the month of November; three percent in the following month of December; two percent in the following month of January; and one percent in the following month of February. The annual disposal assessment paid in March shall be without discount. The annual disposal assessment if not paid on or before the 31st day of March of the year following the year in which the annual disposal assessment is first due, shall be delinquent and shall bear interest at the lesser of the maximum rate allowed by law or eighteen percent per annum until paid in full.

(Ord. No. 97-02, § 8, 5-27-97)

Sec. 90-738. - Annual disposal assessment roll.

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-

Upon adoption by the board of the rate resolution provided in section 90-733 of this division and not later than September 1 thereafter, the county shall cause to be prepared an annual disposal assessment roll. The annual disposal assessment roll shall contain a summary description of each parcel of improved real property within the county on the first day of January of the year in which the annual disposal assessment is to be imposed, the name and address of the owner of each such parcel, and the amount of the annual disposal assessment applicable to each parcel of real property. The summary description of each parcel of real property shall be in such detail as to permit ready identification of each parcel on the annual disposal assessment roll. The information specified above to be included in the annual disposal assessment roll shall conform to that maintained by the property appraiser.

Upon the completion of the preparation of the annual disposal assessment roll, the board shall cause to be published in a newspaper of general circulation in the county once each week for two consecutive weeks, notice that the board on a specified date at a regular or special meeting will hear testimony as to the amount of any assessment. At such meeting, the board will review the annual disposal assessment roll prepared by the county. The board shall make such changes or additions as necessary to conform such roll with the rate resolution. If upon the completion of such review, the board shall be satisfied that the annual disposal assessment roll has been prepared in conformity with the rate resolution, it shall ratify and confirm such roll and the chairman of the board shall certify the roll to the property appraiser prior to September 15.

(Ord. No. 97-02, § 9, 5-27-97)

Sec. 90-739. - Annual disposal assessment roll; correction.

No ministerial act of omission or commission on the part of the county, property appraiser, tax collector, board or clerk shall operate to defeat the levy of the annual disposal assessment imposed by the board under the provisions of this division. Provided, however, any ministerial acts of omission or commission may be corrected at any time by the officers or party responsible for them in like manner as provided under this division for performing such acts in the first place, and when so corrected, they shall be construed as valid ab initio and shall in no way affect any process by law for the enforcement of the annual disposal assessment imposed under the provisions of this division.

(Ord. No. 97-02, § 10, 5-27-97)

Sec. 90-740. - Payment of annual disposal assessment; delinquent.

Attachment: 1b Supporting Doc - Code 90-733 (12931 : Set a Public Hearing to Adopt the Solid Waste Residential Assessment Roll for FY 2021-

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Proposed Limerock Road Paving Program 2021 Assessment Area |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Proposed Limerock Road Paving Program 2021 Assessment Area

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Special Assessments to be levied against benefited properties.

**RECOMMENDED ACTION:**

a. Adopt and authorize the Chairman to execute a resolution of the Board of County Commissioners of Citrus County, Florida, relating to the roadway paving improvements; describing the property to be included within the Proposed Limerock Road Paving Program 2021 Assessment Area and the local improvements to be provided therein; determining the estimated project cost of the roadway paving improvements; determining the estimated assessment for the roadway paving improvements; establishing the method of assessing the estimated assessment against the properties that will be benefited thereby; establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:05 pm regarding the Proposed Limerock Road Paving Program 2021 Assessment Area

**CITRUS COUNTY, FLORIDA**

# INITIAL ASSESSMENT RESOLUTION FOR ROADWAY PAVING IMPROVEMENTS WITHIN THE PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA

**ADOPTED JUNE 22, 2021**

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

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Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

**RESOLUTION NO. 2021-_____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE ROADWAY PAVING IMPROVEMENTS; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; DETERMINING THE ESTIMATED PROJECT COST OF THE ROADWAY PAVING IMPROVEMENTS; DETERMINING THE ESTIMATED ASSESSMENT FOR THE ROADWAY PAVING IMPROVEMENTS; ESTABLISHING THE METHOD OF ASSESSING THE ESTIMATED ASSESSMENT AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS.** This resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

**"Annual Debt Service Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(E) hereof.

**"Annual Debt Service Factor"** means the factor computed pursuant to Section 4.04(D) hereof.

**"Assessment Roll"** means a non-ad valorem assessment roll relating to the Roadway Paving Improvements.

**"Assessments"** means an annual special assessment imposed against property located within the Proposed Limerock Road Paving Program 2021 Assessment Area to fund Roadway Paving Improvements, computed in the manner described in Section 4.04 hereof.

**"Building"** means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

**"Capital Cost"** means all or any portion of the expenses that are properly attributable to the design, acquisition, construction and installation of the Roadway Paving Improvements and imposition of the Assessments under generally accepted accounting principles and including reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

**"Code"** means Chapter 86 of the Citrus County Code of Ordinances, entitled the Capital Project and Related Services Assessment Ordinance.

**"Collection Cost"** means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of the Assessments.

**"Collection Cost Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(F) hereof.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

**"Debt Service Amount"** means the amount computed pursuant to Section 4.04(A) hereof.

**"Dwelling Unit"** means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

**"Essential Services"** means those services provided by the County or any other public entity that are necessary to preserve and maintain the public health, safety, and welfare and which require safe, convenient, and efficient property access to be effective. "Essential Services" include, by way of example and not limitation, fire protection, emergency medical services, solid waste collection, law enforcement, postal delivery, and transportation of students by the school board.

**"Final Assessment Resolution"** means the resolution described in Section 86-27 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Assessments within the Proposed Limerock Road Paving Program 2021 Assessment Area.

**"Funding Agreement"** means the agreement pursuant to which the County agreed to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations or the terms under which the County agrees to internally finance the Roadway Paving Improvements through an internal loan.

**"Proposed Limerock Road Paving Program 2021 Assessment Area"** or **"Assessment Area"** means the properties that will be specially benefited by the Roadway Paving Improvements, as more particularly described in Section 3.01 and Appendix A hereof.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

**“Front foot”** is the “Assessment Unit” as defined in the Code and means the length, in feet, of the front edge of a piece of land.

**"Modified Debt Service Amount"** means the amount computed pursuant to Section 4.04(C) hereof.

**"Obligations"** means Original Obligations or Refunding Obligations.

**"Original Obligations"** means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred, including internal loans, to finance all or a portion of the Project Cost of the Roadway Paving Improvements and secured, in whole or in part, by proceeds of the Assessments.

**"Prepayment Amount"** means the amount computed pursuant to either Section 4.03 or Section 4.05 hereof for each Tax Parcel located in the Proposed Limerock Road Paving Program 2021 Assessment Area to pay the Assessment in full.

**"Prepayment Modification Factor"** means the factor computed pursuant to Section 4.04(B) hereof.

**"Project Cost"** means (A) the Capital Cost of the Roadway Paving Improvements, (B) the Transaction Cost associated with the Obligations attributable to the Roadway Paving Improvements, if any, (C) interest accruing on such Obligations for such period of time as the County deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Roadway Paving Improvements, and (E) any other costs or expenses related thereto.

**"Refunding Obligations"** means a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

the County issued or incurred to refund all or any portion of the Original Obligations or any indebtedness issued to refinance the Original Obligations.

**"Roadway Paving Improvements"** means a Local Improvement as defined in the Ordinance and hereby more specifically defined as a roadway paving program along portions of East Bennett Street and West Destiny Lane, providing for the construction of local paving and drainage improvements consisting of new and reconstructed streets, drainage and other pertinent facilities, designed to provide the minimum level of service necessary to preserve adequate ingress and egress for all properties within the MSBU and for the provision of Essential Services.

**"Single-Family Residential Unit"** means a Building that contains a single Dwelling Unit.

**"Statutory Discount Amount"** means the amount computed for each Tax Parcel pursuant to Section 4.04(G) hereof.

**"Tax Parcel"** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**"Tax Roll"** means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**"Transaction Cost"** means the costs, fees and expenses incurred by the County in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the County's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative,

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.03. FINDINGS.** It is hereby ascertained and declared that the Roadway Paving Improvements will provide a special benefit to the Assessed Property and that a portion of the Project Cost will be fairly and reasonably apportioned among those Assessed Properties based upon the following legislative determinations.

(A) Pursuant to Article VIII, Section 2(f) of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Code, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances and resolutions.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

(B) The Board has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements and Related Services that benefit the property located therein.

(C) The Board has adopted Administrative Regulation No. 11.06-4 to outline the County's policies and procedures for establishing municipal service benefit units or Assessment Areas for upgrading County Limerock roads with the application of one inch of Superpave 9.5 asphalt and the maintenance thereof. The County has received a favorable petition response to support the provision of the Roadway Paving Improvements.

(D) The Assessments imposed pursuant to the procedures provided in the Code and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(E) The Board desires to create the Proposed Limerock Road Paving Program 2021 Assessment Area as an Assessment Area and fund a portion of the Project Cost of the Roadway Paving Improvements, which is a Local Improvement as defined in the Code, through Assessments. The Assessment Area will be created for the purpose of constructing the Roadway Paving Improvements to serve the property located therein.

(F) All properties within the Assessment Area must utilize the roads included within the Roadway Paving Improvements for ingress and egress. Presently, the properties located within the Assessment Area lack sufficient and suitable access for Essential Services and require the provision of the Roadway Paving Improvements.

(G) The roads within the Roadway Paving Improvements, in their current unimproved state, are not in sufficient condition so as to safely, conveniently, and efficiently allow for the

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

provision of Essential Services and allow of adequate ingress and egress for all properties within the Assessment Area. The Roadway Paving Improvements described in this Resolution will provide a special benefit to all properties within the Proposed Limerock Road Paving Program 2021 Assessment Area because such improvement possesses a logical relationship to the use and enjoyment of property by: (1) increasing, establishing and preserving adequate ingress and egress to all properties within the proposed Assessment Area and for the provision of Essential Services to all properties therein; and (2) enhancing the use and enjoyment of property located within the proposed Assessment Area; and (3) protecting and enhancing the value and integrity of all property within the proposed Assessment Area through the provision of the paving improvements.

(H) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Roadway Paving Improvements by fairly and reasonably allocating the cost to specially benefitted property, based upon the front footage attributed to each parcel of property in the manner hereinafter described.

(I) The Roadway Paving Improvements represent facilities that are directly related to providing the property owners access to adequate and improved roadways. The Tax Parcels within the Proposed Limerock Road Paving Program 2021 Assessment Areas are approved for Single-Family Residential Units.

(J) In accordance with established trip generation studies from the Institute of Transportation Engineers, each Lot on which a Single-Family Residential Unit has been or can be constructed is expected to generate about the same amount of vehicular trips on an average annual basis. Accordingly, it is fair and reasonable to apportion a portion of the Project Cost for

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

the Roadway Paving Improvements based upon the front footage attributed to each parcel of property.

(K) The Board hereby finds that each Tax Parcel within the proposed Assessment Area will be benefited by the County's provision of the Roadway Paving Improvements in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

## ARTICLE II

## NOTICE AND PUBLIC HEARING

**SECTION 2.01. PUBLIC HEARING.** There is hereby established a public hearing to be held by the Board at 2:05 p.m. on July 27, 2021 in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider: (A) creation of the Limerock Road Paving Program 2021 Assessment Area; (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the tax bill to be mailed in November 2021.

**SECTION 2.02. NOTICE BY PUBLICATION.** Upon completion of the Assessment Roll, the County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Section 86-25 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B.

**SECTION 2.03. NOTICE BY MAIL.** Upon completion of the Assessment Roll, the County Administrator shall, at the time and in the manner specified in Section 86-26 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

## ARTICLE III

## PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA

**SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.**

(A) In accordance with Section 86-21 of the Code, the Board proposes to create the Proposed Limerock Road Paving Program 2021 Assessment Area encompassing all the area of the County more particularly described in Appendix A attached hereto.

(B) The Assessment Area is proposed to provide the Roadway Paving Improvements.

**SECTION 3.02. ASSESSMENT ROLL.** The County Administrator is hereby directed to prepare a final estimate of the Project Cost and the final estimate of the amount to be paid through an Assessment for the Roadway Paving Improvements and to prepare the preliminary Assessment Roll in the manner provided in Section 86-24 of the Code. The County Administrator shall apportion the Assessment amount among the parcels of real property within Proposed Limerock Road Paving Program 2021 Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Assessment amount and the Assessment Roll shall be maintained on file in the office of the County Administrator and the County Land Section and be open to public inspection. The preliminary Assessment Roll is attached hereto as Appendix D and incorporated herein by reference.

## ARTICLE IV

## ASSESSMENTS

**SECTION 4.01. ESTIMATED PROJECT COST**.

(A) The total estimated Project Cost for the Roadway Paving Improvements is $38,127.01. The estimated Assessment amount for the improvements is the sum of $6,205.75

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plus interest not to exceed an amount prohibited by law should the special assessments hereinafter provided for not be paid on a lump sum basis.

(B) The Assessment amount will be funded through the imposition of Assessments against property located in the Proposed Limerock Road Paving Program 2021 Assessment Area.

**SECTION 4.02. IMPOSITION OF ASSESSMENTS.** The Assessments shall be imposed against all Tax Parcels located within the Proposed Limerock Road Paving Program 2021 Assessment Area for each Fiscal Year in which the Obligations remain outstanding, the amount of which shall be computed in accordance with this Article IV. When imposed, the Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 86-30 of the Code.

**SECTION 4.03. PREPAYMENT AMOUNT.**

(A) Upon adoption of the Final Assessment Resolution, a Prepayment Amount for each Tax Parcel located within the Proposed Limerock Road Paving Program 2021 Assessment Area shall be computed as provided in this Section 4.03.

(B) For those Tax Parcels within the Proposed Limerock Road Paving 2021 Assessment Area, multiply the front footage attributed to such Tax Parcel by $5.75 and then add the Driveway Apron Cost(s) as determined by the Road Maintenance Division to arrive at the Prepayment Amount for each Tax Parcel. Corner lots may be assessed a reduced front footage amount equal to one-half (1/2) of the combined length of all affected sides if more than one affected side is subject to assessment in the same year or over multiple years.

(C) Following adoption of the Final Assessment Resolution, the County Administrator shall provide by first class mail a notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

date specified in such notice, the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments by paying the Prepayment Amount.

**SECTION 4.04. COMPUTATION OF ASSESSMENTS.** Commencing with the tax bill to be mailed in November 2021, the Assessments will be imposed for each Fiscal Year in which Obligations remain outstanding and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in accordance with Section 4.03 hereof in the manner set forth in this Section 4.04.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year as the amount which is payable by the Tax Parcels within the Assessment Area in respect of the Obligations in accordance with a debt service schedule prepared with principal installments equal to those established in the Funding Agreement and allocated to the Tax Parcels in the Assessment Area; provided, however, that the "Debt Service Amount" for any Fiscal Year shall not exceed the principal amount of Obligations then outstanding plus interest thereon.

(B) PREPAYMENT MODIFICATION FACTOR. A "Prepayment Modification Factor" shall be computed for each Fiscal Year by dividing (1) the amount computed by subtracting (a) the sum of the Prepayment Amounts, as of the date on which the Obligations are issued by the County, for all Tax Parcels as to which prepayment has been made, from (b) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area in Section 4.01, by (2) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

(C) MODIFIED DEBT SERVICE AMOUNT. A "Modified Debt Service Amount" shall be computed for each Fiscal Year by multiplying (1) the Debt Service Amount by (2) the Prepayment Modification Factor.

(D) ANNUAL DEBT SERVICE FACTOR. An "Annual Debt Service Factor" shall be computed for each Fiscal Year by dividing (1) the Modified Debt Service Amount by (2) the aggregate Prepayment Amount.

(E) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be computed for each Fiscal Year for each Tax Parcel by multiplying (1) the Prepayment Amount for such Tax Parcel by (2) the Annual Debt Service Factor.

(F) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Prepayment Amount for such Tax Parcel by (b) the sum of the aggregate Prepayment Amount, and (2) multiplying the result by the Assessment Collection Cost.

(G) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a 1% reserve for nonpayments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(H) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of the Annual Debt Service Component, the Collection Cost Component and the

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

Statutory Discount Amount, as set forth in the preliminary Assessment Roll, which is attached hereto as Appendix D and incorporated herein by reference.

**SECTION 4.05. ADDITIONAL PREPAYMENT OPTION.**

(A) Following the date specified in the notice provided pursuant to Section 4.03(C) hereof, or such later date as the Board may allow in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments by paying an amount equal to the sum of (1) the original Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at a rate one full percentage point in excess of the rate on the Obligations, from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the Obligations can be redeemed after providing all notices required to redeem all or any portion of the Obligations.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

**SECTION 4.06. MANDATORY PREPAYMENT.**

(A) If at any time a tax certificate has been issued and remains outstanding in respect of any Tax Parcel subject to the Assessment, the owner shall prepay all future unpaid annual Assessments for such Tax Parcel if the Board, at its sole option, elects to accelerate the Assessment. The amount required to prepay the future unpaid annual Assessments will be equal

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to the sum of (1) the Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at the rate utilized to compute the Debt Service Amount in Section 4.04(A) hereof, from the most recent date to which interest on the Obligations has been paid to the next date on which the County can redeem Obligations after providing all notices required to redeem all or any portion of the Obligations.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.06 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Project Cost and/or the Assessment amount of the Roadway Paving Improvements is less than the amount upon which such Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.07. REALLOCATION.** If an owner intends to subdivide a Tax Parcel, the Prepayment Amount for such Tax Parcel may be reallocated pro rata among the new Tax Parcels upon (1) application of the owner or the County and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

**SECTION 4.08. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds from the Assessments received during each Fiscal Year shall be applied by the County for payment of the Collection Costs, payment of any Transaction Costs not funded from proceeds of the Obligations, payment of interest due on the Obligations, and payment of principal due on the

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

Obligations. Any remaining proceeds will then be used for prepayment of the Obligations or payment of future debt service.

## ARTICLE V

## GENERAL PROVISIONS

**SECTION 5.01. METHOD OF COLLECTION.** Commencing with the tax bill to be mailed in November 2021, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

**SECTION 5.02. SEVERABILITY.** If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 5.03. EVIDENCE OF PAYMENT.** Prepayment in full of the Assessment imposed against any Tax Parcel shall operate as a release of the Assessment lien upon such Tax Parcel. Upon request, the County Administrator may issue a written confirmation to evidence such payment; provided however, that the issuance of written confirmation shall not be required to release the Assessment lien. The County may impose an administrative fee to defray the cost of providing written confirmation pursuant to this Section 5.03.

**SECTION 5.04. REVISIONS TO ASSESSMENTS.** If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

steps to impose a new Assessment against any property benefited by the Roadway Paving Improvements, following as nearly as may be practicable, the provisions of the Code and in case such second Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Assessments until a valid Assessment is imposed.

**SECTION 5.05. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

**DONE AND ADOPTED** in Regular Session this 22nd day of June, 2021.

BOARD OF COUNTY COMMSSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

_____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# APPENDIX A

## DESCRIPTION OF THE PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA

The Proposed Limerock Road Paving Program 2021 Assessment Area shall include the following properties, as identified by the altkey number assigned by the Property Appraiser:

| ALTKEY | PARCELID |
|---|---|
| 3523536 | 19E19S130040 00010 0100 |
| 3522510 | 19E19S130040 00010 0110 |
| 3523702 | 19E19S130040 00020 0010 |
| 2901845 | 19E19S130040 00020 0340 |
| 1124158 | 17E19S220010 00360 0010 |
| 1124174 | 17E19S220010 00360 0060 |
| 2234750 | 17E19S220010 00360 0040 |

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 6, 2021

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA TO PROVIDE FOR THE ROADWAY PAVING IMPROVEMENTS.**

Notice is hereby given that the Board of County Commissioners of Citrus County, Florida, will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the design, acquisition, construction, and installation of the Roadway Paving Improvements within the boundaries of the Proposed Limerock Road Paving Program 2021 Assessment Area. The hearing will be held at 2:05 p.m. on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Limerock Road Paving Program 2021 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based on the front footage attributed to that



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

Tax Parcel plus an additional lump sum cost for paving existing driveway aprons as determined by the Road Maintenance Division. The annual assessment will include each Tax Parcel's share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $5.75 per front foot plus $282.00 to pave existing driveway aprons. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Board on June 22, 2021. Copies of Chapter 86 of the County Code, the Initial Assessment Resolution (Resolution No. 2020-____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Office of the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

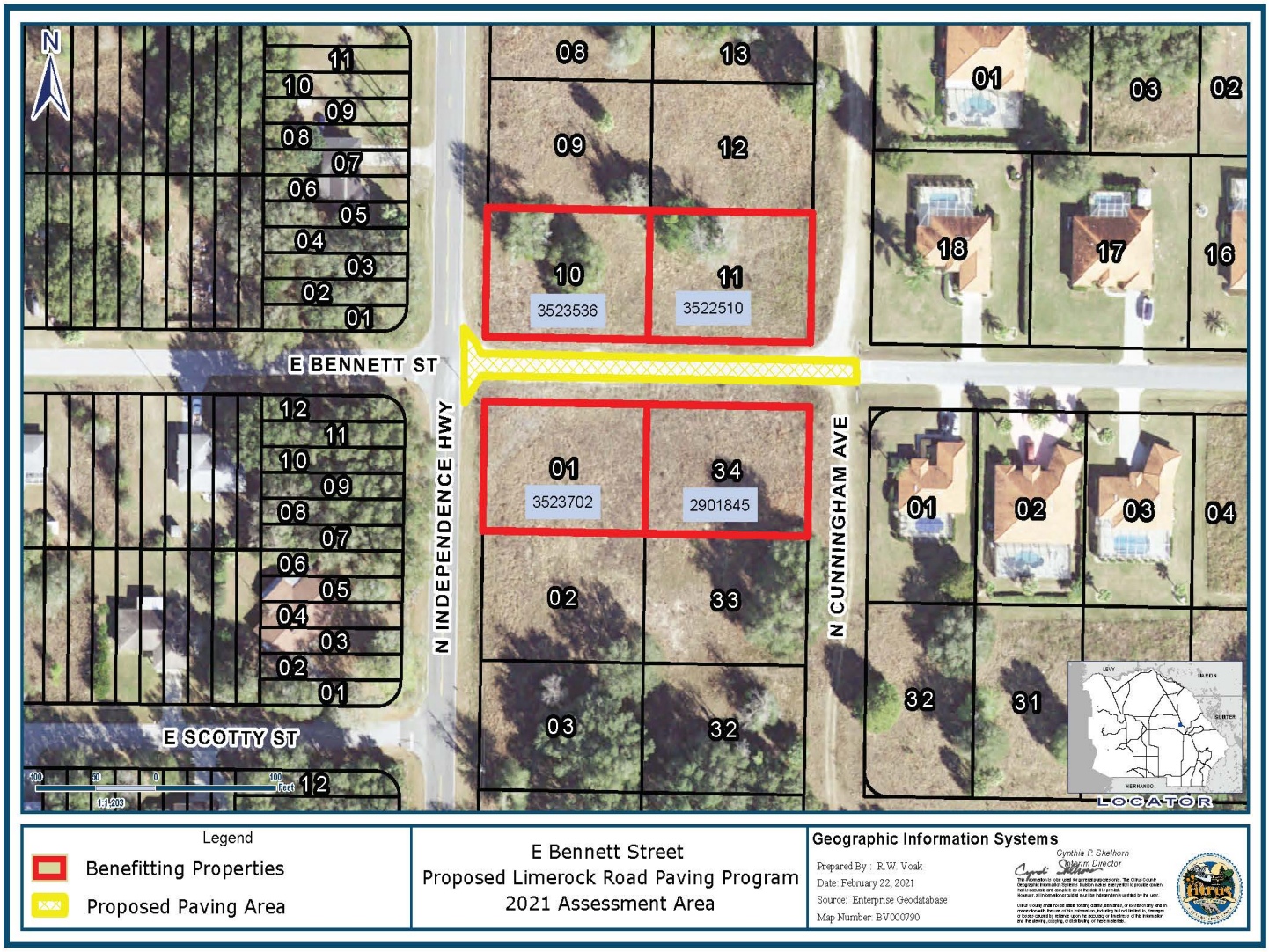
The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title. The Board intends to collect the assessments in 7 annual installments.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# MAP OF ASSESSMENT AREA

## East Bennett Street

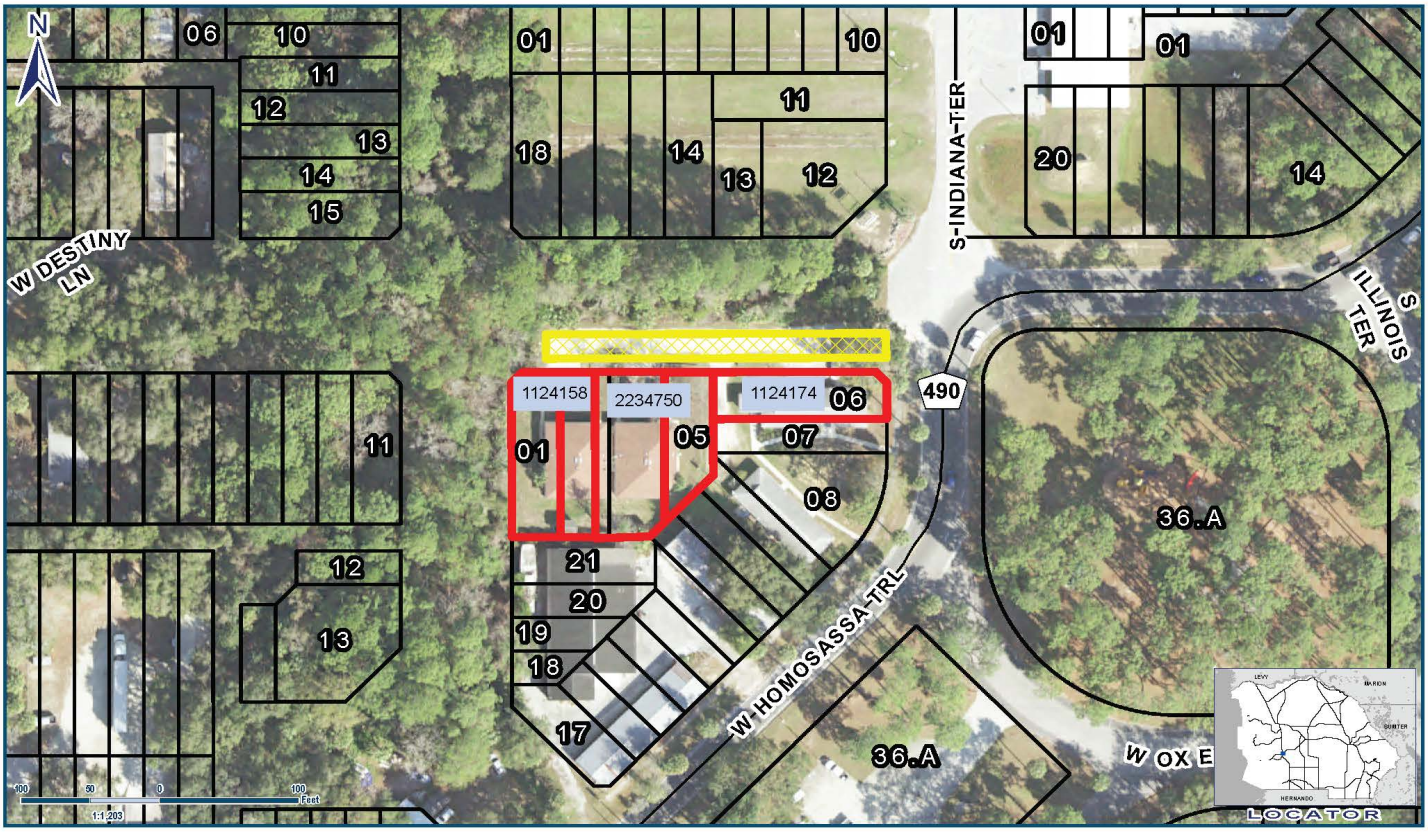







Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# West Destiny Lane




**CITRUS COUNTY, FLORIDA**
**BOARD OF COUNTY COMMISSIONERS**



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# APPENDIX C

## FORM OF NOTICE TO BE MAILED

Citrus County Land Section
3600 W. Sovereign Path, Suite 205
Lecanto, Florida 34461

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 6, 2021

«OwnerName»
«OwnerAdd1»
«City» <State> <Zip>

AK #: «OwnerAdd1»
Parcel Tax ID: «PID»
Legal: <LegalDesc>

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

An assessment area is being created to provide roadway paving improvements to serve your property. Roadway Paving Improvements will be constructed along portions of East Bennett Street and West Destiny Lane. The cost of these facilities will be funded by assessments against the property to be served. Each Lot on which a Single-Family Residential Unit has been or can be constructed is expected to generate about the same amount of vehicular trips on an average annual basis. Accordingly, it is fair and reasonable to apportion a portion of the Project Cost for the Roadway Paving Improvements based upon the front footage attributed to each Tax Parcel plus an additional lump sum cost for paving existing driveway aprons as determined by the Road Maintenance Division. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on June 22, 2021. Copies of the Initial Assessment Resolution, Chapter 86 of the Citrus County Code, and the preliminary Assessment Roll are available for your review at the Office of the Board of County Commissioner's Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific property, including the front footage, is attached to this letter.

The County intends to amortize the Assessment amount over a period of not to exceed seven (7) years. However, you may choose to prepay your assessment in full and avoid the additional annual collection and administrative costs and interest. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for payment.



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

The annual assessment will include your share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $00.00 (each individual's annual assessment amount). The total annual assessment revenue to be collected within the Proposed Limerock Road Paving Program 2021 Assessment Area for the Fiscal Year beginning October 1, 2021, is estimated to be $00.00 (annual assessment revenue for road associated to benefitting property owner) The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

The Board of County Commissioners will hold a public hearing at 2:05 p.m., or as soon thereafter as the matter can be heard, on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Limerock Road Paving Program 2021 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE. * * * * ***

**PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA**

| | |
|---|---|
| [Property Owner Name] | [Insert Name] |
| Parcel ID Number: | [Insert Number] |
| Parcel Alternate Key Number: | [Insert Number] |
| Total Front Footage attributed to property: | [Insert Number] |
| Assessment Cost per Front Foot: | [$5.75] |
| Initial prepayment amount: | [Insert Amount] |
| Number of annual payments: | not to exceed 7 |
| Annual payment amount: | [Insert Amount] |
| Maximum annual payment: | [Insert Amount] |
| Expected date of first bill: | November 2021 |
| Total amount of annual payments: | [Insert Amount] |
| Expected date of last bill: | November 2027 |

_____

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE. * * * * ***



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# APPENDIX D

## 2021 LIMEROCK ROAD PAVING ASSESSMENT ROLL

Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# APPENDIX D

## PROPOSED LIMEROCK ROAD PAVING PROGRAM 2021 ASSESSMENT AREA PRELIMINARY ASSESSMENT ROLL

| OWNER'S NAME | ALT KEY | PARCEL ID | APRON COST | FRONT FOOT | TOTAL ASSMNT |
|---|---|---|---|---|---|
| **E Bennett St** | | | | | |
| *Commissioner Davis* | | | | | |
| MOORE MARCUS L JR<br>MOORE LESLIE E, MARCUS L MOORE JR AND LESLIE E LIV TRUST | 2901845 | 19E19S130040 00020 0340 | 0 | 135.00 | $776.25 |
| MOORE MARCUS L JR<br>MOORE LESLIE E, MARCUS L MOORE JR AND LESLIE E LIV TRUST | 3523702 | 19E19S130040 00020 0010 | 282 | 135.00 | $1,058.25 |
| BEUKER LEONARDUS<br>SMALING CATO | 3522510 | 19E19S130040 00010 0110 | 0 | 135.00 | $776.25 |
| KING RANDALL C<br>KING GLENDA DIANNE | 3523536 | 19E19S130040 00010 0100 | 282 | 135.00 | $1,058.25 |
| *4 Records Printed* | | ***Sub-Totals*** | $564.00 | *540.00* | *$3,669.00* |
| **W Destiny Ln** | | | | | |
| *Commissioner Kitchen* | | | | | |
| MORETON ROBERT<br>MORTON CATHERINE | 2234750 | 17E19S220010 00360 0040 | 282 | 75.00 | $713.25 |
| ADKINS HUGH P<br>ADKINS KAREN E, ADKINS REVOCABLE FAMILY TRUST | 1124174 | 17E19S220010 00360 0060 | 564 | 125.00 | $1,282.75 |
| MORETON ROBERT<br>MORETON CATHERINE | 1124158 | 17E19S220010 00360 0010 | 282 | 45.00 | $540.75 |
| *3 Records Printed* | | ***Sub-Totals*** | $1,128.00 | *245.00* | *$2,536.75* |
| *7 Total Records Printed* | | ***GRAND TOTALS*** | $1,692.00 | *785.00* | *$6,205.75* |

*Printed: 05/17/2021 4:00:48 PM*



Attachment: Supporting Docs IAR_2021 LRPP (12910 : Proposed Limerock Road Paving Program 2021 Assessment Area)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Proposed Citrus Springs 2021 Assessment Area |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Proposed Citrus Springs 2021 Assessment Area (Water line Extensions)

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Special Assessments to be levied against benefited properties.

**RECOMMENDED ACTION:**

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of Water Distribution Facilities in the unincorporated area of the County; creating the Citrus Springs 2021 Assessment Area; determining the estimated capital cost of the Water Line Extensions; establishing the method of assessing the project cost against the properties that will be benefitted thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:00 p.m. regarding the Citrus Springs 2021 Assessment Area.

**CITRUS COUNTY, FLORIDA**

# INITIAL ASSESSMENT RESOLUTION FOR WATER DISTRIBUTION FACILITIES WITHIN THE PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA

**ADOPTED JUNE 22, 2021**

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

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**RESOLUTION NO. 2021-_____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE WATER DISTRIBUTION FACILITIES; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; DETERMINING THE ESTIMATED PROJECT COST OF THE WATER DISTRIBUTION FACILITIES; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

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## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS.** This resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Annual Debt Service Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(E) hereof.

**"Annual Debt Service Factor"** means the factor computed pursuant to Section 4.04(D) hereof.

**"Assessment Roll"** means a non-ad valorem assessment roll relating to the Water Distribution Facilities.

**"Assessments"** means an annual special assessment imposed against property located within the Proposed Citrus Springs 2021 Assessment Area to fund the Project Cost of the Water Distribution Facilities, computed in the manner described in Section 4.04 hereof.

**"Building"** means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

**"Capital Cost"** means all or any portion of the expenses that are properly attributable to the design, acquisition, construction and installation of the Water Distribution Facilities and imposition of the Assessments under generally accepted accounting principles and including

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reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

**"Code"** means Chapter 86 of the Citrus County Code of Ordinances, entitled the Capital Project and Related Services Assessment Ordinance.

**"Collection Cost"** means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of the Assessments.

**"Collection Cost Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(F) hereof.

**"Debt Service Amount"** means the amount computed pursuant to Section 4.04(A) hereof.

**"Dwelling Unit"** means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

**"Final Assessment Resolution"** means the resolution described in Section 86-27 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Assessments within the Proposed Citrus Springs 2021 Assessment Area.

**"Funding Agreement"** means the agreement pursuant to which the County agreed to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations or the terms under which the County agrees to internally finance the Water Distribution Facilities through an internal loan.

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**"Proposed Citrus Springs 2021 Assessment Area"** or **"Assessment Area"** means the properties that will be specially benefited by the Water Distribution Facilities, as more particularly described in Section 3.01 and Appendix A hereof.

**"Lot"** is the "Assessment Unit" as defined in the Code and means any of the numbered lots or parcels shown on any of the recorded plats within the Assessment Area on which a Single-Family Residential Unit can be constructed or sited in accordance with applicable laws and regulations, after giving effect to any recorded Permanent Reassignment of Development Rights. For purposes of this Initial Assessment Resolution any Lots without an existing Single-Family Residential Unit shall be included within the Proposed Citrus Springs 2021 Assessment Area even if it is currently improved with an accessory Building.

**"Modified Debt Service Amount"** means the amount computed pursuant to Section 4.04(C) hereof.

**"Obligations"** means Original Obligations or Refunding Obligations.

**"Original Obligations"** means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred, including internal loans, to finance all or a portion of the Project Cost of the Water Distribution Facilities and secured, in whole or in part, by proceeds of the Assessments.

**"Permanent Reassignment of Development Rights"** means a condition, restriction, and limitation that a property owner of two or more adjoining residential Lots voluntarily imposes on said Lots pursuant to Administrative Regulation No. 11.10-1 to legally condition, restrict, and limit the use of said Lots as a covenant running with the land so that such property will be considered one Lot for purposes of the Assessment.

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**"Prepayment Amount"** means the amount computed either pursuant to Section 4.03 or Section 4.05 hereof for each Tax Parcel located in the Proposed Citrus Springs 2021 Assessment Area to pay the Assessment in full.

**"Prepayment Modification Factor"** means the factor computed pursuant to Section 4.04(B) hereof.

**"Project Cost"** means (A) the Capital Cost of the Water Distribution Facilities, (B) the Transaction Cost associated with the Obligations attributable to the Water Distribution Facilities, if any, (C) interest accruing on such Obligations for such period of time as the County deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Water Distribution Facilities, and (E) any other costs or expenses related thereto.

**"Refunding Obligations"** means a series of bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligations of the County issued or incurred to refund all or any portion of the Original Obligations or any indebtedness issued to refinance the Original Obligations.

**"Single-Family Residential Unit"** means a Building that contains a single Dwelling Unit.

**"Statutory Discount Amount"** means the amount computed for each Tax Parcel pursuant to Section 4.04(G) hereof.

**"Tax Parcel"** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**"Tax Roll"** means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

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**"Transaction Cost"** means the costs, fees and expenses incurred by the County in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the County's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**"Water Distribution Facilities"** means a Local Improvement as defined in the Code consisting of all facilities required for the distribution of potable water demanded by property within the Assessment Area from the transmission main to the point of distribution, to be installed along portions of East Imree Lane, West Glenhaven Drive, West Gifford Lane, W Wilburton Drive, North Darlington Drive, North Killinger Terrace, North Teather Terrace, North Stern Way, North Quarry Road, N. Paradisea Drive, N Edith Point and North Peachtree Way. The Water Distribution Facilities include, but are not limited to, the design, acquisition, construction, and installation of water mains, lateral lines, valves, backflow preventers, water meters, and other miscellaneous appurtenances necessary to provide potable water to all

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properties within the Assessment Area in order to provide for the health, safety, and welfare of all residents within the Assessment Area.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

**SECTION 1.03. FINDINGS.** It is hereby ascertained and declared that the Water Distribution Facilities will provide a special benefit to the Assessed Property and that the Project Cost will be fairly and reasonably apportioned among those Assessed Properties based upon the following legislative determinations.

(A) Pursuant to Article VIII, Section 2(f) of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Code, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances and resolutions.

(B) The Board has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements and Related Services that benefit the property located therein.

(C) The Assessments imposed pursuant to the procedures provided in the Code and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property

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Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) The Board desires to create the Proposed Citrus Springs 2021 Assessment Area as an Assessment Area and to fund a portion of the Project Cost of the Water Distribution Facilities, which is a Local Improvement as defined in the Code, through Assessments. The Assessment Area is created for the purpose of constructing the Water Distribution Facilities to serve the property located therein and to meet the demands for extensions of such Water Distribution Facilities in a timely, efficient, and equitable manner.

(E) The Proposed Citrus Springs 2021 Assessment Area and the Assessments to be imposed therein shall include all improved and vacant Tax Parcels that will be served by the Water Distribution Facilities.

(F) The design, acquisition, construction, and installation of the Water Distribution Facilities will provide a special benefit to all Tax Parcels located within the Proposed Citrus Springs 2021 Assessment Area by protecting and enhancing the value, use, enjoyment and attractiveness and viability of such property by improving and enhancing utility services, reliability and safety for those properties within the Assessment Area and providing access to central potable water facilities and services within the Assessment Area which will increase the residential attractiveness and development potential of all properties therein.

(G) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Water Distribution Facilities by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Lots attributed to each parcel of property in the manner hereinafter described.

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(H) The Water Distribution Facilities represent facilities that are directly related to providing the property owners access to potable water. The owners of the property in the Assessment Areas plan to use their properties for residential purposes and each potential Single-Family Residential Unit can be expected to demand about the same amount of potable water usage on an annual average basis. Accordingly, the Board hereby determines that it is fair and equitable to allocate the Project Cost to property owners within the Assessment Area based upon the number of Lots.

(I) The Board hereby finds that each Tax Parcel within the proposed Assessment Area will be benefited by the County's provision of the Water Distribution Facilities in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

(J) The provision of Water Distribution Facilities to properties within the Assessment Area by the imposition of an Assessment constitutes a modification by the County of prior developer agreements to ensure the timely provision of utility services and to satisfy any contractual obligation to provide such utility services.

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## ARTICLE II

## NOTICE AND PUBLIC HEARING

**SECTION 2.01. PUBLIC HEARING.** There is hereby established a public hearing to be held by the Board at 2:00 p.m. on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider: (A) creation of the Proposed Citrus Springs 2021 Assessment Area; (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the tax bill to be mailed in November 2021.

**SECTION 2.02. NOTICE BY PUBLICATION.** Upon completion of the Assessment Roll, the County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Section 86-25 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B.

**SECTION 2.03. NOTICE BY MAIL.** Upon completion of the Assessment Roll, the County Administrator shall, at the time and in the manner specified in Section 86-26 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C.

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## ARTICLE III

## PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA

### SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

(A) In accordance with Section 86-21 of the Code, the Board proposes to create the Citrus Springs 2021 Assessment Area encompassing all the area of the County more particularly described in Appendix A attached hereto.

(B) The Assessment Area is proposed to provide access to potable water through the provision of the Water Distribution Facilities.

**SECTION 3.02. ASSESSMENT ROLL.** The County Administrator is hereby directed to prepare a final estimate of the Project Cost for the Water Distribution Facilities and to prepare the preliminary Assessment Roll in the manner provided in Section 86-24 of the Code. The County Administrator shall apportion the Project Cost among the parcels of real property within the Proposed Citrus Springs 2021 Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Project Cost and the Assessment Roll shall be maintained on file in the office of the County Administrator and the County Land Section and be open to public inspection. The preliminary Assessment Roll is attached hereto as Appendix D and incorporated herein by reference.

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## ARTICLE IV

## ASSESSMENTS

**SECTION 4.01. ESTIMATED PROJECT COST**.

(A) The total estimated Project Cost for the Water Distribution Facilities is $141,157.93.

(B) The Project Cost will be funded through the imposition of Assessments against property located in the Proposed Citrus Springs 2021 Assessment Area.

**SECTION 4.02. IMPOSITION OF ASSESSMENTS.** The Assessments shall be imposed against all Tax Parcels located within the Proposed Citrus Springs 2021 Assessment Area for each Fiscal Year in which the Obligations remain outstanding, the amount of which shall be computed in accordance with this Article IV. When imposed, the Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 86-30 of the Code.

**SECTION 4.03. PREPAYMENT AMOUNT.**

(A) Upon adoption of the Final Assessment Resolution, a Prepayment Amount for each Tax Parcel located within the Proposed Citrus Springs 2021 Assessment Area shall be computed by first dividing the Project Cost of the Water Distribution Facilities between the improved properties to be serviced by the Water Distribution Facilities and the unimproved properties that will be included within this Proposed Citrus Springs 2021 Assessment Area and subject to the Assessments to arrive at the distributions outlined in Section 4.01(A) above. The allocation to the improved properties will be collected from each property owner at the time of connection and not included within the Assessment program.

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(B) For those Tax Parcels within the Proposed Citrus Springs 2021 Assessment Area, divide the number of Lots attributable to such Tax Parcel by the total amount of Lots attributable to all Tax Parcels within the Proposed Citrus Springs 2021 Assessment Area, and multiply the result by the Project Cost allocated to the unimproved properties in Section 4.01 to arrive at the Prepayment Amount for each Tax Parcel.

(C) Following adoption of the Final Assessment Resolution, the Clerk of Court shall provide by first class mail a notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the date specified in such notice, the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments by paying the Prepayment Amount.

(D) The amount of all prepayments made pursuant to this Section 4.03 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Water Distribution Facilities is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.04. COMPUTATION OF ASSESSMENTS.** Commencing with the tax bill to be mailed in November 2021, the Assessments will be imposed for each Fiscal Year in which Obligations remain outstanding and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in accordance with Section 4.03 hereof in the manner set forth in this Section 4.04.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year as the amount which is payable by the Tax Parcels within the Assessment Area

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in respect of the Obligations in accordance with a debt service schedule prepared with principal installments equal to those established in the Funding Agreement and allocated to the Tax Parcels in the Assessment Area; provided, however, that the "Debt Service Amount" for any Fiscal Year shall not exceed the principal amount of Obligations then outstanding plus interest thereon.

(B) PREPAYMENT MODIFICATION FACTOR. A "Prepayment Modification Factor" shall be computed for each Fiscal Year by dividing (1) the amount computed by subtracting (a) the sum of the Prepayment Amounts for all Tax Parcels as to which prepayment has been made, from (b) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area in Section 4.01, by (2) the total principal amount of Obligations initially issued by the County and allocated to the Tax Parcels within the Assessment Area in Section 4.01.

(C) MODIFIED DEBT SERVICE AMOUNT. A "Modified Debt Service Amount" shall be computed for each Fiscal Year by multiplying (1) the Debt Service Amount by (2) the Prepayment Modification Factor.

(D) ANNUAL DEBT SERVICE FACTOR. An "Annual Debt Service Factor" shall be computed for each Fiscal Year by dividing (1) the Modified Debt Service Amount by (2) the aggregate Prepayment Amount.

(E) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be computed for each Fiscal Year for each Tax Parcel by multiplying (1) the Prepayment Amount for such Tax Parcel by (2) the Annual Debt Service Factor.

(F) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Prepayment Amount

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for such Tax Parcel by (b) the sum of the aggregate Prepayment Amount, and (2) multiplying the result by the Assessment Collection Cost.

(G) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a 1% reserve for nonpayments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(H) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of the Annual Debt Service Component, the Collection Cost Component and the Statutory Discount Amount, as set forth in the preliminary Assessment Roll which is attached hereto as Appendix D and incorporated herein by reference.

**SECTION 4.05. ADDITIONAL PREPAYMENT OPTION.**

(A) Following the date specified in the notice provided pursuant to Section 4.03(C) hereof, or such later date as the Board may allow in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments by paying an amount equal to the sum of (1) the original Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at a rate one full percentage point in excess of the rate on the Obligations, from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the Obligations can be redeemed after providing all notices required to redeem all or any portion of the Obligations.

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(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.05 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Water Distribution Facilities is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.06. MANDATORY PREPAYMENT.**

(A) If at any time a tax certificate has been issued and remains outstanding in respect of any Tax Parcel subject to the Assessment, the owner shall prepay all future unpaid annual Assessments for such Tax Parcel if the Board, at its sole option, elects to accelerate the Assessment. The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) the Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at the rate one full percentage point in excess of the rate on the Obligations, from the most recent date to which interest on the Obligations has been paid to the next date on which the County can redeem Obligations after providing all notices required to redeem all or any portion thereof.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the

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amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.06 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Project Cost of the Water Distribution Facilities is less than the amount upon which such Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.07. REALLOCATION.** If an owner intends to subdivide a Tax Parcel, the Prepayment Amount for such Tax Parcel may be reallocated pro rata among the new Tax Parcels upon (1) application of the owner or the County and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

**SECTION 4.08. APPLICATION OF ASSESSMENT PROCEEDS.** Proceeds from the Assessments received during each Fiscal Year shall be applied by the County for payment of the Collection Costs, payment of any Transaction Costs not funded from proceeds of the Obligations, payment of interest due on the Obligations, and payment of principal due on the Obligations. Any remaining proceeds will then be used for prepayment of the Obligations or payment of future debt service.

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## ARTICLE V

## GENERAL PROVISIONS

**SECTION 5.01. METHOD OF COLLECTION.** Commencing with the tax bill to be mailed in November 2021, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

**SECTION 5.02. SEVERABILITY.** If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 5.03. EVIDENCE OF PAYMENT.** Prepayment in full of the Assessment imposed against any Tax Parcel shall operate as a release of the Assessment lien upon such Tax Parcel. Upon request, the Clerk of Court may issue a written confirmation to evidence such payment; provided however, that the issuance of written confirmation shall not be required to release the Assessment lien. The County may impose an administrative fee to defray the cost of providing written confirmation pursuant to this Section 5.03.

**SECTION 5.04. REVISIONS TO ASSESSMENTS.** If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Assessment against any property benefited by the Water Distribution Facilities, following as nearly as may be practicable, the provisions of the Code and in case such

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second Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Assessments until a valid Assessment is imposed.

**SECTION 5.05. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

DONE AND ADOPTED in Regular Session this 22 day of June, 2021.

BOARD OF COUNTY COMMSSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____ _____

ANGELA VICK, CLERK SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN
COUNTY ATTORNEY

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# APPENDIX A

## DESCRIPTION OF THE PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX A

## PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA

The Proposed Citrus Springs 2021 Assessment Area shall include the following properties, as identified by parcel identification number assigned by the Property Appraiser:

| ALTKEY | PARCELID |
|---|---|
| 2170522 | 18E17S100220 15500 0340 |
| 2191368 | 18E17S100220 15750 0160 |
| 1267536 | 18E17S100030 03170 0110 |
| 1301050 | 18E17S100050 04910 0130 |
| 1298652 | 18E17S100050 04740 0020 |
| 1301173 | 18E17S100050 04920 0010 |
| 1267544 | 18E17S100030 03170 0120 |
| 1301211 | 18E17S100050 04920 0050 |
| 1377102 | 18E17S100130 09290 0020 |
| 1377111 | 18E17S100130 09290 0030 |
| 1301041 | 18E17S100050 04910 0120 |
| 1267391 | 18E17S100030 03160 0070 |
| 2128861 | 18E17S100260 16490 0160 |
| 2081996 | 18E17S100260 05190 0190 |
| 2146303 | 18E17S100230 17540 0030 |
| 1298636 | 18E17S100050 04730 0190 |
| 2060921 | 18E17S100220 16110 0190 |
| 2246171 | 18E17S100260 12850 0170 |
| 2246197 | 18E17S100260 12850 0190 |
| 1298644 | 18E17S100050 04740 0010 |
| 2246201 | 18E17S100260 12850 0200 |
| 1298628 | 18E17S100050 04730 0180 |
| 1955190 | 18E17S100220 16110 0170 |
| 1305748 | 18E17S100050 05190 0010 |
| 1434106 | 18E17S100200 13260 0020 |
| 2193671 | 18E17S100220 16110 0180 |
| 2187824 | 18E17S100220 15950 0030 |
| 1298661 | 18E17S100050 04740 0030 |
| 1267552 | 18E17S100030 03170 0130 |
| 2187727 | 18E17S100220 15950 0010 |
| 2170557 | 18E17S100220 15500 0350 |
| 2187760 | 18E17S100220 15950 0020 |
| 1298610 | 18E17S100050 04730 0170 |
| 2191414 | 18E17S100220 15750 0180 |

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

| | |
|---|---|
| 2191333 | 18E17S100220 15750 0150 |
| 2191392 | 18E17S100220 15750 0170 |
| 1429188 | 18E17S100200 12970 0010 |
| 2146354 | 18E17S100230 17540 0040 |
| 1267528 | 18E17S100030 03170 0100 |
| 1301181 | 18E17S100050 04920 0020 |
| 2146401 | 18E17S100230 17540 0050 |
| 1222133 | 18E17S100010 00690 0140 |
| 1222141 | 18E17S100010 00690 0150 |
| 1222150 | 18E17S100010 00690 0160 |
| 1298458 | 18E17S100050 04730 0010 |
| 1267382 | 18E17S100030 03160 0060 |
| 1222125 | 18E17S100010 00690 0130 |
| 1221862 | 18E17S100010 00680 0090 |
| 2193719 | 18E17S100220 16110 0200 |
| 2207884 | 18E17S100220 15830 0220 |
| 1434181 | 18E17S100200 13270 0030 |
| 1434173 | 18E17S100200 13270 0020 |
| 1434165 | 18E17S100200 13270 0010 |
| 1433258 | 18E17S100200 13200 0210 |
| 2128992 | 18E17S100260 16490 0170 |
| 1433266 | 18E17S100200 13200 0220 |
| 1954738 | 18E17S100220 15470 0030 |
| 1378427 | 18E17S100130 09350 0070 |
| 2246189 | 18E17S100260 12850 0180 |
| 1434033 | 18E17S100200 13250 0050 |
| 1954711 | 18E17S100220 15470 0020 |
| 1267404 | 18E17S100030 03160 0080 |
| 1434092 | 18E17S100200 13260 0010 |
| 1434114 | 18E17S100200 13260 0030 |
| 1301220 | 18E17S100050 04920 0060 |
| 1434190 | 18E17S100200 13270 0040 |
| 1434122 | 18E17S100200 13260 0040 |
| 1267412 | 18E17S100030 03160 0090 |
| 1434203 | 18E17S100200 13270 0050 |
| 1434211 | 18E17S100200 13270 0060 |
| 1434220 | 18E17S100200 13270 0070 |
| 1434238 | 18E17S100200 13270 0080 |
| 1937019 | 18E17S100130 09350 0060 |
| 1267421 | 18E17S100030 03160 0100 |
| 1377129 | 18E17S100130 09290 0040 |

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

| | |
|---|---|
| 2190361 | 18E17S100260 16340 0210 |
| 2081961 | 18E17S100260 05190 0180 |
| 1377099 | 18E17S100130 09290 0010 |
| 1378435 | 18E17S100130 09350 0080 |
| 2170573 | 18E17S100220 15500 0360 |
| 2053828 | 18E17S100220 15470 0010 |
| 2132213 | 18E17S100230 17440 0020 |
| 2132183 | 18E17S100230 17440 0010 |
| 2146206 | 18E17S100230 17540 0010 |
| 2146257 | 18E17S100230 17540 0020 |
| 2207906 | 18E17S100220 15830 0230 |
| 2197536 | 18E17S100220 15820 0230 |
| 2128771 | 18E17S100260 16490 0150 |
| 2128577 | 18E17S100260 16490 0140 |
| 2078995 | 18E17S100260 04760 0140 |
| 1301190 | 18E17S100050 04920 0030 |
| 1301203 | 18E17S100050 04920 0040 |
| 1267374 | 18E17S100030 03160 0050 |
| 1221854 | 18E17S100010 00680 0080 |
| 3499533 | 18E17S100260 74000 |
| 3499375 | 18E17S100230 74000 |
| 1221846 | 18E17S100010 00680 0070 |
| 1221871 | 18E17S100010 00680 0100 |
| 1433649 | 18E17S100200 13220 0240 |
| 1433657 | 18E17S100200 13220 0250 |
| 1433789 | 18E17S100200 13230 0030 |

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 6, 2021

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA TO PROVIDE FOR THE WATER DISTRIBUTION FACILITIES**

Notice is hereby given that the Board of County Commissioners of Citrus County will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the design, acquisition, construction, and installation of the Water Distribution Facilities within the boundaries of the Proposed Citrus Springs 2021 Assessment Area.

The hearing will be held at 2:00 p.m. on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Citrus Springs 2021 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office at (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

The assessment for each parcel of property will be based on the number of Lots attributed to that Tax Parcel. The annual assessment will include each Tax Parcel's share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $220.12 per Lot. A more specific description of the improvements and the method of computing the



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

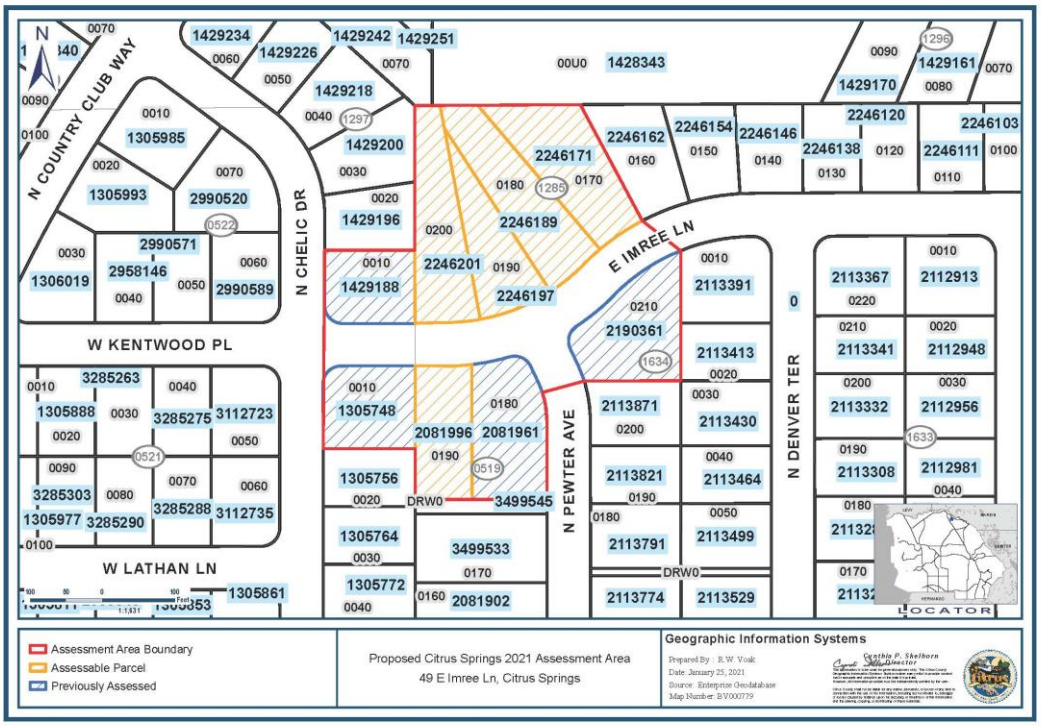
assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Board on June 22, 2021. Copies of Chapter 86 of the County Code, the Initial Assessment Resolution (Resolution No. ____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Board intends to collect the assessments in 15 annual installments.

If you have any questions, please contact the Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

## MAP OF ASSESSMENT AREA

### 49 E Irmree Lane

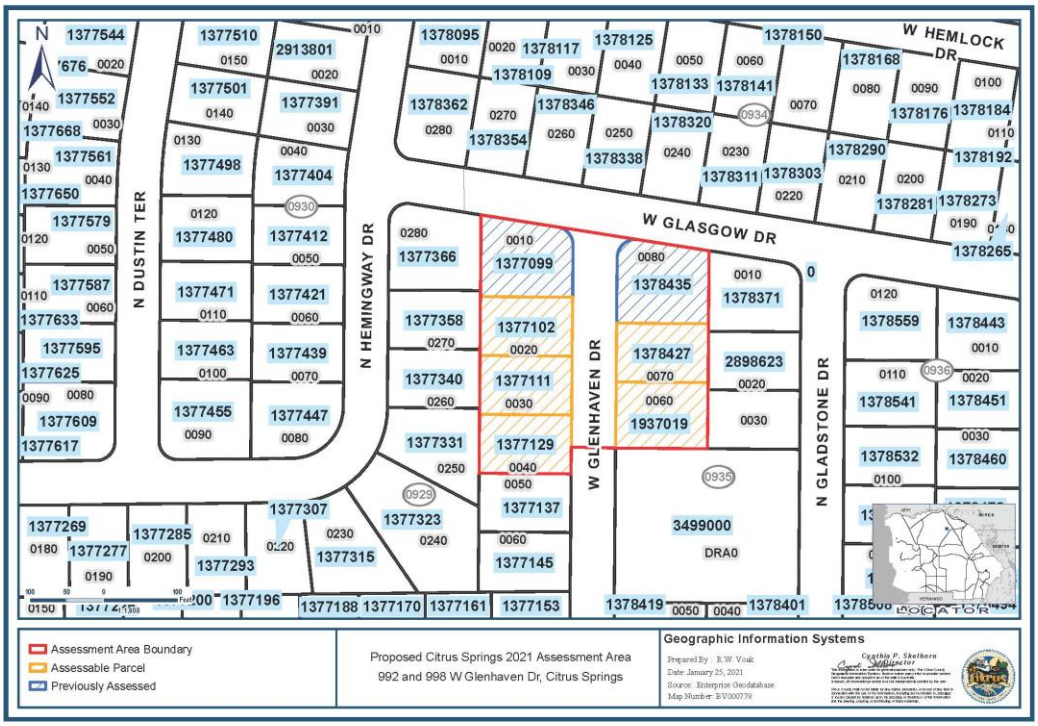




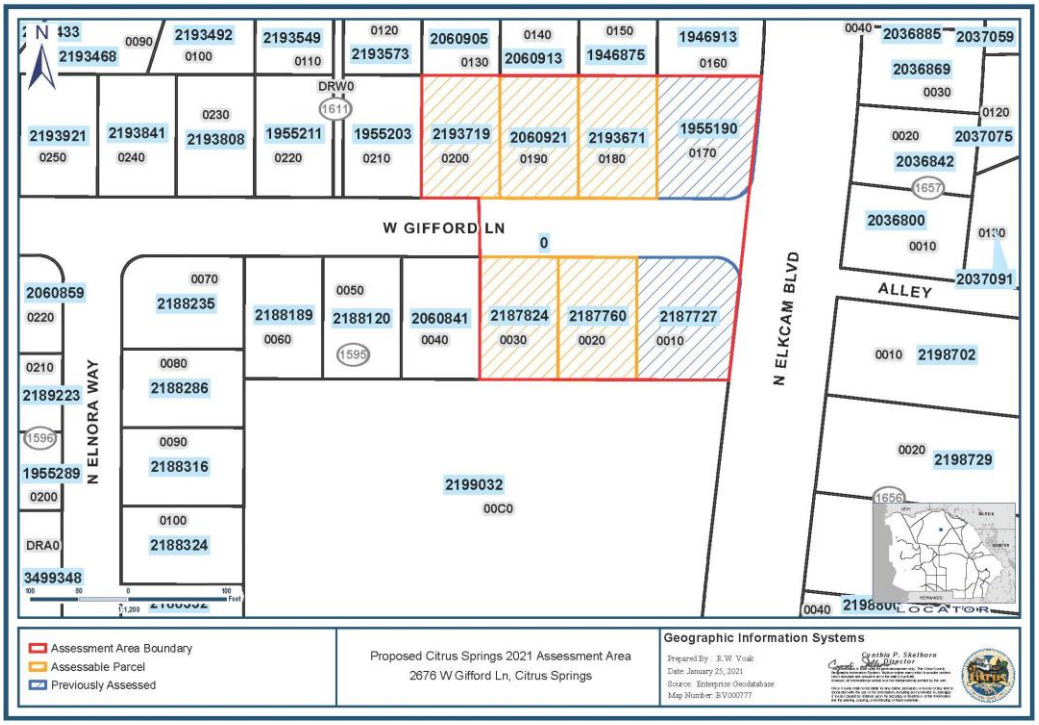



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 988 – 922 W. Glenhaven Drive




## 2676 W. Gifford Lane

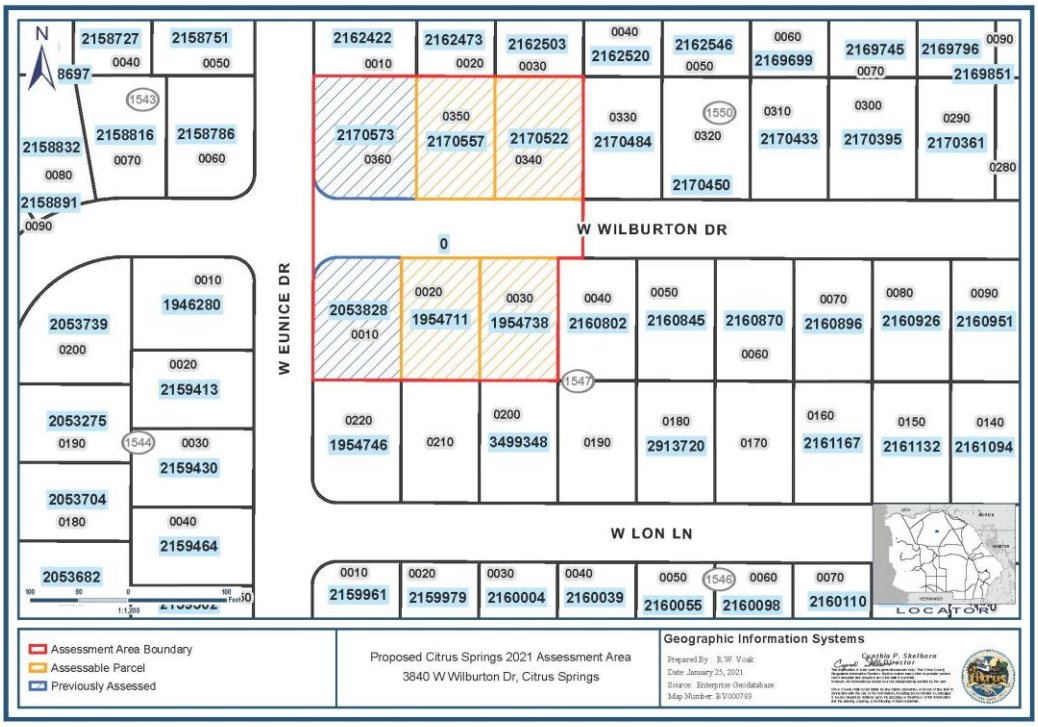




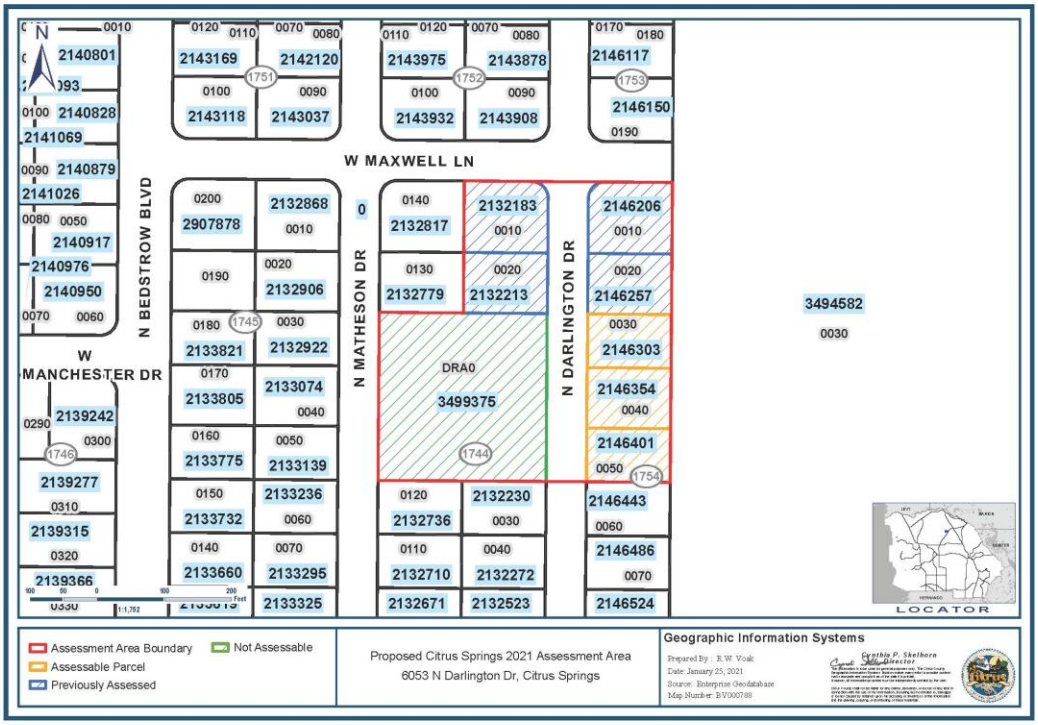



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 3840 W. Wilburton Drive




## 6053 N. Darlington Drive

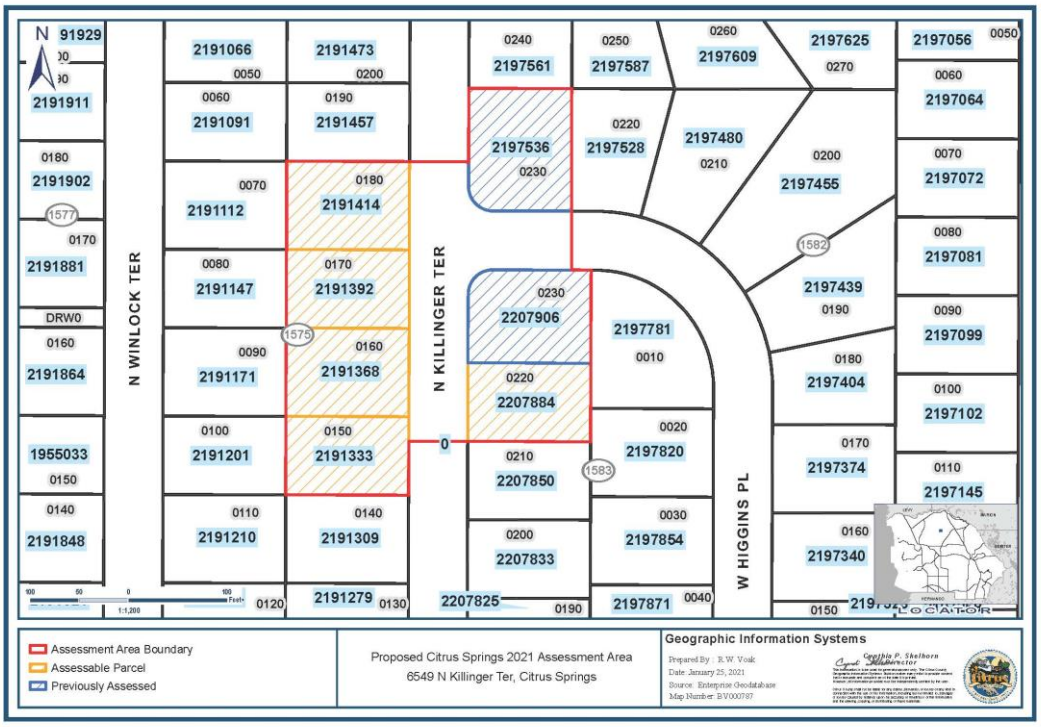




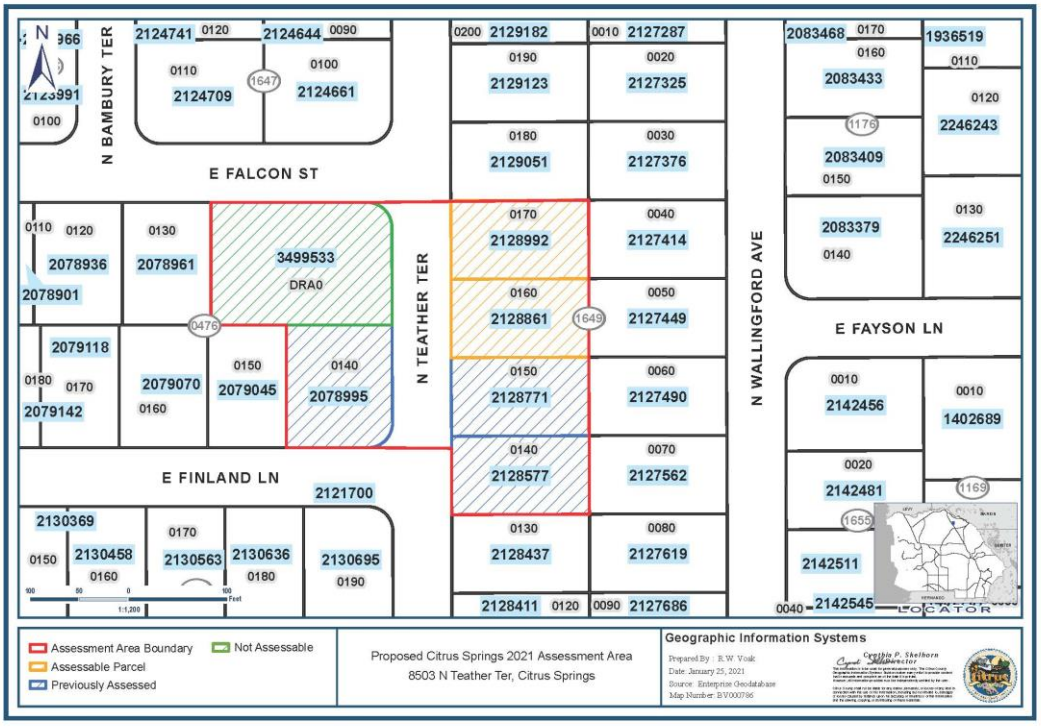



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 6549 N. Killinger Terrace




## 8503 North Teather Terrace

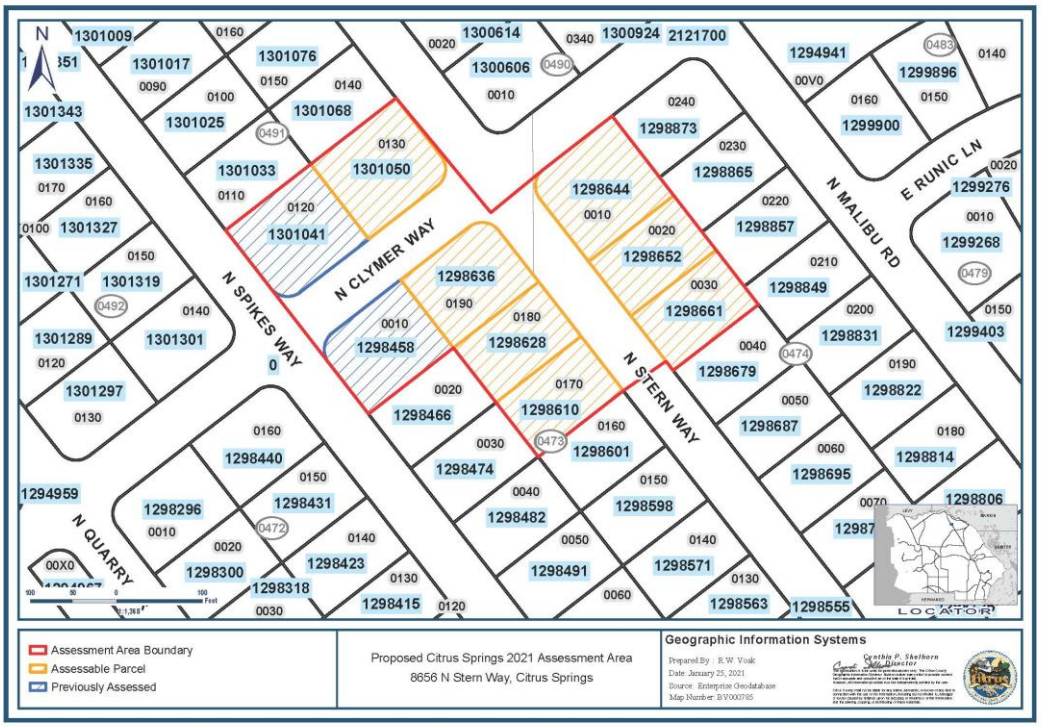




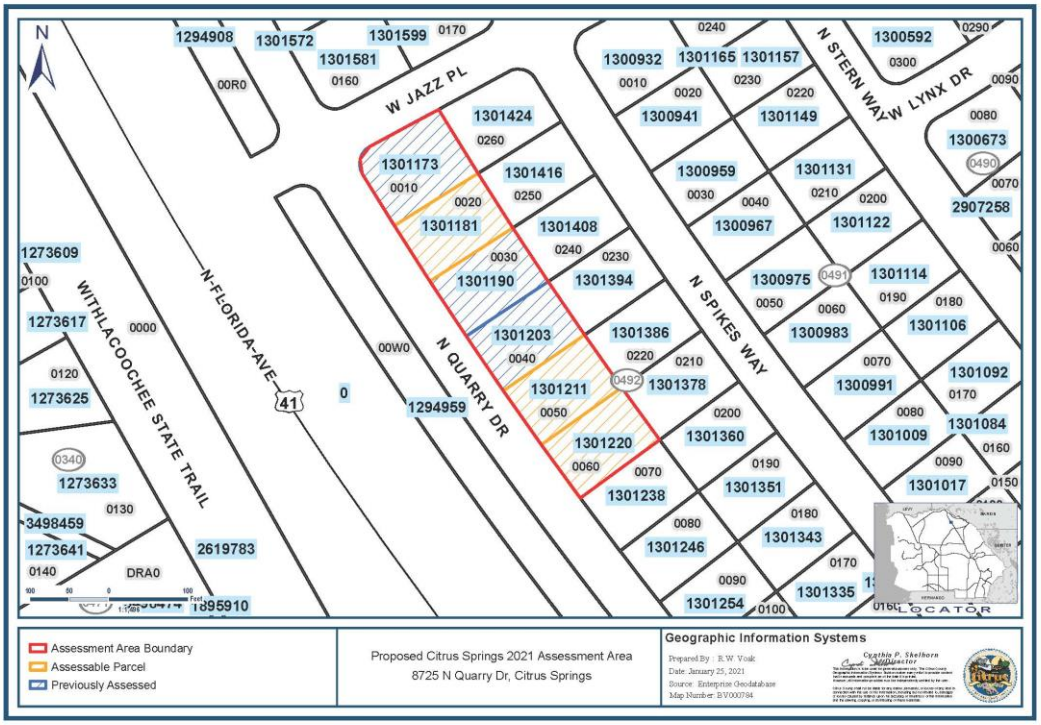



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 8656 North Stern Way




## 8725 North Quarry Drive

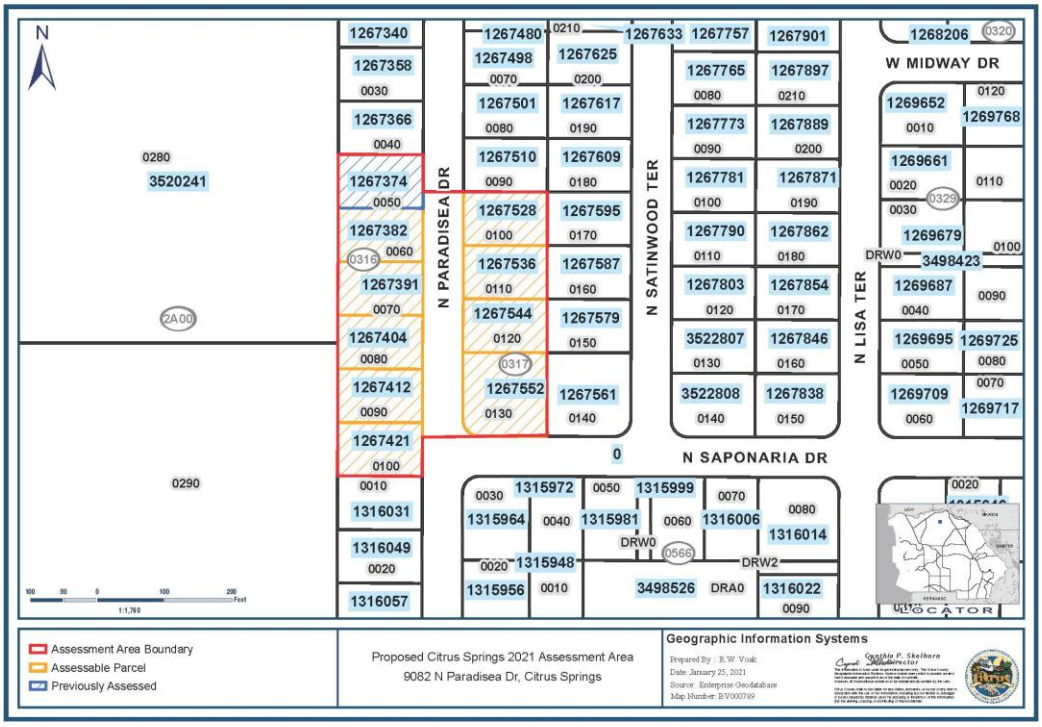




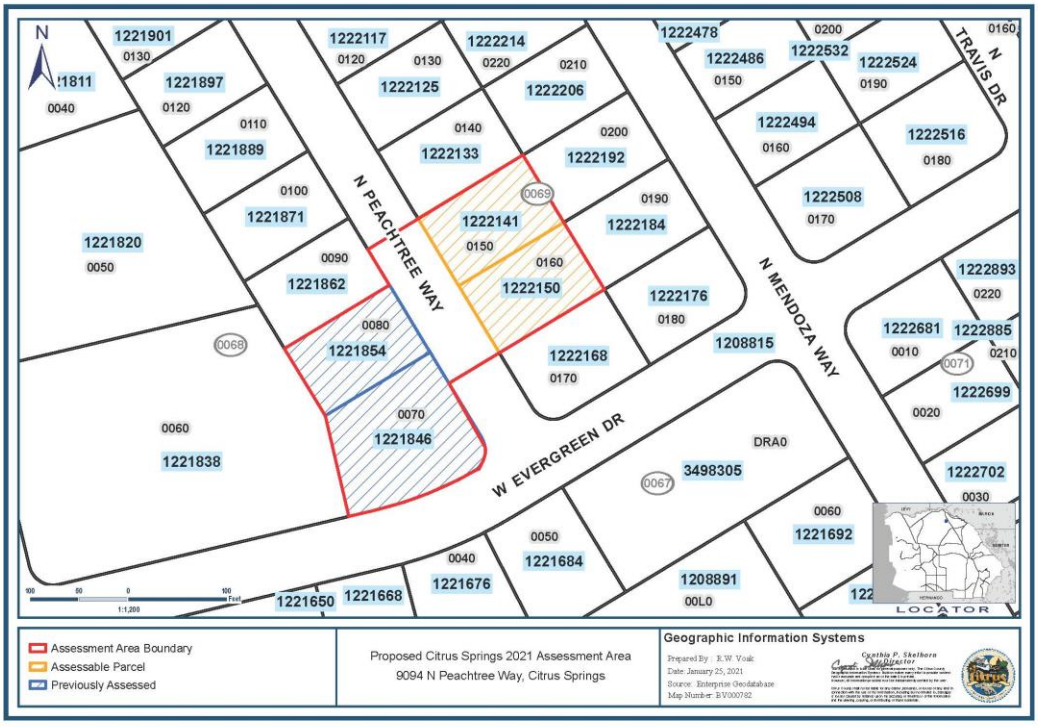



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 9082 North Paradisea Drive




## 9094 North Peachtree Way

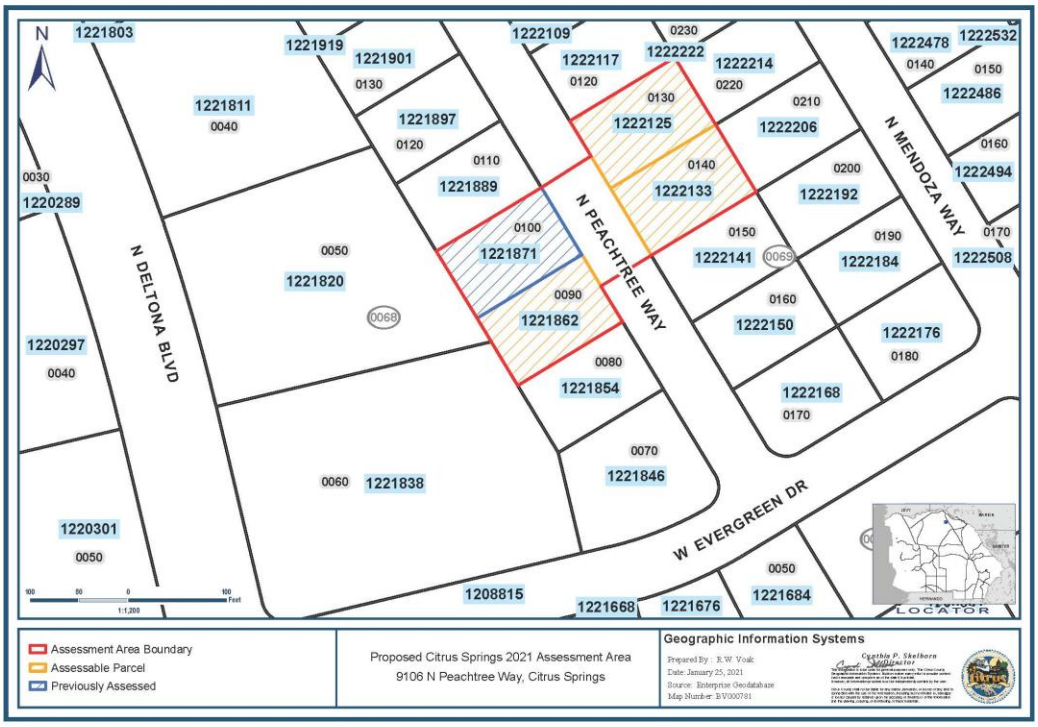




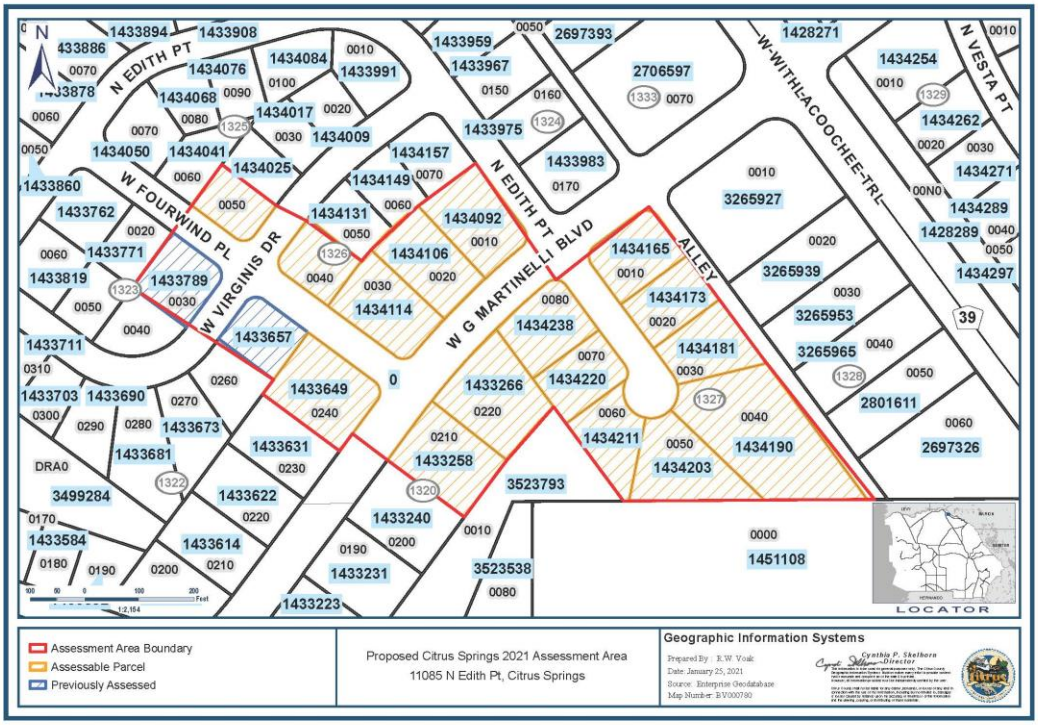



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

## 9106 North Peachtree Way




## 11085 North Edith Point




CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS





Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX C

## FORM OF NOTICE TO BE MAILED

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX C

## FORM OF NOTICE TO BE MAILED

Citrus County Land Section
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 6, 2021

«ADDR1»
«ADDR2
«ADDR3»
«City» <State> <Zip>

Ak# <<ALTKEY>>
Parcel Tax ID: «PID»
Legal: <Legal_128>

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

An assessment area is being created to provide potable water service to your property through the Citrus County Utilities Department. Water Distribution Facilities have been constructed along portions of East Imree Lane, West Glenhaven Drive, West Gifford Lane, W Wilburton Drive, North Darlington Drive, North Killinger Terrace, North Teather Terrace, North Stern Way, North Quarry Road, N. Paradisea Drive, N Edith Point and North Peachtree Way to provide these services. The cost of these facilities will be funded by assessments against the property to be served. Each lot will be assigned one assessment unit. The assessment for each parcel of property is based on the number of assigned Lots. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on June 22, 2021. Copies of the Initial Assessment Resolution, Chapter 86 of the Citrus County Code, and the preliminary Assessment Roll are available for your review at the office of the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific property, including the number of Lots, is attached to this letter.

The County intends to use an internal loan to finance this project. This will permit the cost attributable to your property to be amortized over a period of not to exceed fifteen (15) years. However, you may choose to prepay your assessment in full (initial prepayment amount is $2,045.77 per Lot) and avoid the additional annual collection and administrative costs and future interest. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for payment.

The annual assessment will include your share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $220.12 per Lot. The total annual assessment revenue to be collected within the Proposed Citrus Springs 2021 Assessment Area



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

for the Fiscal Year beginning October 1, 2021, is estimated to be $15,188.28. The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Please note that the amount per assessment unit does not include payment of utility connection fees, plumbing cost to connect existing residences to the connection point in the road right-of-way or the cost to decommission the existing septic system.

The Board of County Commissioners will hold a public hearing at 2:00 p.m., or as soon thereafter as the matter can be heard, on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed Citrus Springs 2021 Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370. English Translation: (If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370).

If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

**PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA**

| | |
|---|---|
| [Property Owner Name] | [Insert Name] |
| Parcel ID Number | [Insert Number] |
| Parcel Alternate Key Number: | [Insert Number] |
| Total number of Lots attributed to property: | [Insert Number] |
| Assessment Cost per Lot: | [Insert Amount] |
| Initial prepayment amount: | [Insert Amount] |
| Number of annual payments: | not to exceed 15 |
| Annual payment amount per Lot: | [Insert Amount] |
| Maximum annual payment: | [Insert Amount] |
| Expected date of first bill: | November 2021 |
| Total amount of annual payments: | [Insert Amount] |
| Expected date of last bill: | November 2035 |

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX D

# ASSESSMENT ROLL

Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX D

## *PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA*
## *PRELIMINARY ASSESSMENT ROLL*

**THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $220.12**

| OWNER'S NAME | ALT KEY | PARCEL ID | QUANTITY LOTS/AU | PREPAYMENT AMOUNT | MAX ANNUAL ASSESSMENT |
|---|---|---|---|---|---|
| ARCH STEVE | 1222125 | 18E17S100010 00690 0130 | 1 | $2,045.77 | $220.12 |
| ARENCIBIA DENISE M ARENCIBIA LAZARO O | 1301181 | 18E17S100050 04920 0020 | 1 | $2,045.77 | $220.12 |
| BCC PRODUCTIONS CORP | 2246197 | 18E17S100260 12850 0190 | 1 | $2,045.77 | $220.12 |
| BENOA ENTERPRISES CORP | 1433649 | 18E17S100200 13220 0240 | 1 | $2,045.77 | $220.12 |
| BIBILONI ANGELES LIZARDI | 2170522 | 18E17S100220 15500 0340 | 1 | $2,045.77 | $220.12 |
| BROWNING DAVID MICHAEL BROWNING GEORGE III, WILLIAM ROBERT BROWNING REVOCA TRUST DATED JUNE 3 2008 | 1267391 | 18E17S100030 03160 0070 | 1 | $2,045.77 | $220.12 |
| BUSS EUGENE H | 2187760 | 18E17S100220 15950 0020 | 1 | $2,045.77 | $220.12 |
| CARY JOHN M TRUST FOR BRUCE E CARY | 2191392 | 18E17S100220 15750 0170 | 1 | $2,045.77 | $220.12 |
| CHAGANI FEROZ ALI | 1377129 | 18E17S100130 09290 0040 | 1 | $2,045.77 | $220.12 |
| CLARKSON PROPERTIES INC MADISON PETER D, MADISON BEVERLY B, KUCK DUANE | 1267528 | 18E17S100030 03170 0100 | 1 | $2,045.77 | $220.12 |
| COLELLA JOE SELVAGGI MICHAEL F | 1433258 | 18E17S100200 13200 0210 | 1 | $2,045.77 | $220.12 |
| CROWDER INVESTMENTS LLC | 2146354 | 18E17S100230 17540 0040 | 1 | $2,045.77 | $220.12 |
| DE FRANK BRYCEANN | 2191368 | 18E17S100220 15750 0160 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 1434092 | 18E17S100200 13260 0010 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 1434114 | 18E17S100200 13260 0030 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 1434181 | 18E17S100200 13270 0030 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 1434190 | 18E17S100200 13270 0040 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 1434211 | 18E17S100200 13270 0060 | 1 | $2,045.77 | $220.12 |
| DELTONA CORPORATION | 2128992 | 18E17S100260 16490 0170 | 1 | $2,045.77 | $220.12 |
| DOUMA ROBERT CECERE REBECCA | 2146401 | 18E17S100230 17540 0050 | 1 | $2,045.77 | $220.12 |
| EARLE PENELOPE A & BARBARA CHUNG | 1267544 | 18E17S100030 03170 0120 | 1 | $2,045.77 | $220.12 |
| FELIPE YARIEL | 1434122 | 18E17S100200 13260 0040 | 1 | $2,045.77 | $220.12 |
| FELIPE YARIEL | 1434203 | 18E17S100200 13270 0050 | 1 | $2,045.77 | $220.12 |
| FESEL ROY FESEL DEBORAH | 1377111 | 18E17S100130 09290 0030 | 1 | $2,045.77 | $220.12 |
| GALVIN DIANA S | 1301220 | 18E17S100050 04920 0060 | 1 | $2,045.77 | $220.12 |
| GREEN FRANKLIN M GREEN EVELYN O | 1434165 | 18E17S100200 13270 0010 | 1 | $2,045.77 | $220.12 |
| HIGH TECHNOLOGY MATERIALS LLC | 1954711 | 18E17S100220 15470 0020 | 1 | $2,045.77 | $220.12 |
| ITTNER PAMELA J | 2193671 | 18E17S100220 16110 0180 | 1 | $2,045.77 | $220.12 |
| JUST A DREAM INC | 1301050 | 18E17S100050 04910 0130 | 1 | $2,045.77 | $220.12 |
| LARGENT HELENANN | 1377102 | 18E17S100130 09290 0020 | 1 | $2,045.77 | $220.12 |
| LOCOCO ANTHONY S & KATHLEEN UZITAS | 1298644 | 18E17S100050 04740 0010 | 1 | $2,045.77 | $220.12 |
| LONG SHIRLEY A | 1222133 | 18E17S100010 00690 0140 | 1 | $2,045.77 | $220.12 |
| MAYOR BRANDON | 1267421 | 18E17S100030 03160 0100 | 1 | $2,045.77 | $220.12 |
| MC ALLIAN IDA & LAURIE DE FEO STROM ET AL | 1434106 | 18E17S100200 13260 0020 | 1 | $2,045.77 | $220.12 |



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX D

## *PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA*
## *PRELIMINARY ASSESSMENT ROLL*

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $220.12

| OWNER'S NAME | ALT KEY | PARCEL ID | QUANTITY LOTS/AU | PREPAYMENT AMOUNT | MAX ANNUAL ASSESSMENT |
|---|---|---|---|---|---|
| MORELAND DIEP | 1298661 | 18E17S100050 04740 0030 | 1 | $2,045.77 | $220.12 |
| NORRIS HOLLON | 2170557 | 18E17S100220 15500 0350 | 1 | $2,045.77 | $220.12 |
| O SULLIVAN WILLIAM & ELAINE | 1298610 | 18E17S100050 04730 0170 | 1 | $2,045.77 | $220.12 |
| PABON JUAN R TRUSTEE J RAYMOND PABON REVOC TRUST | 1378427 | 18E17S100130 09350 0070 | 1 | $2,045.77 | $220.12 |
| PASTORE CUSTOM BUILDERS INC | 1954738 | 18E17S100220 15470 0030 | 1 | $2,045.77 | $220.12 |
| PAUELSEN ANTONIUS | 2187824 | 18E17S100220 15950 0030 | 1 | $2,045.77 | $220.12 |
| PAUELSEN ANTONIUS M | 2193719 | 18E17S100220 16110 0200 | 1 | $2,045.77 | $220.12 |
| PRIOR LANE PRIOR DEBRA | 2246189 | 18E17S100260 12850 0180 | 1 | $2,045.77 | $220.12 |
| RASEL NORVIN L RASEL FRANCIS G | 1298628 | 18E17S100050 04730 0180 | 1 | $2,045.77 | $220.12 |
| RASEL NORVIN L RASEL FRANCIS G | 1298636 | 18E17S100050 04730 0190 | 1 | $2,045.77 | $220.12 |
| REA LILIANA R LILIANA R REA REVOCABLE TRUST JANUARY 19 2017 | 1267552 | 18E17S100030 03170 0130 | 1 | $2,045.77 | $220.12 |
| RICHARDS CINDY | 1434220 | 18E17S100200 13270 0070 | 1 | $2,045.77 | $220.12 |
| RYAN CYNTHIA M | 2128861 | 18E17S100260 16490 0160 | 1 | $2,045.77 | $220.12 |
| SACHS JOSEPH M II SACHS KAYLA M | 2207884 | 18E17S100220 15830 0220 | 1 | $2,045.77 | $220.12 |
| SEEPERSAD PURANMATEE R & JUGROOP V RAMDHARRY | 1222141 | 18E17S100010 00690 0150 | 1 | $2,045.77 | $220.12 |
| SOUTHERN IMPRESSION HOMES LLC | 1221862 | 18E17S100010 00680 0090 | 1 | $2,045.77 | $220.12 |
| STARMER ROBERT N & BEVERLY R ET AL | 1434238 | 18E17S100200 13270 0080 | 1 | $2,045.77 | $220.12 |
| STEVENS LEE | 1434173 | 18E17S100200 13270 0020 | 1 | $2,045.77 | $220.12 |
| TARPON IV LLC | 1433266 | 18E17S100200 13200 0220 | 1 | $2,045.77 | $220.12 |
| TENANTS CHOICE LLC | 1222150 | 18E17S100010 00690 0160 | 1 | $2,045.77 | $220.12 |
| TERAVEST RICHARD LEE & GAIL TR | 1937019 | 18E17S100130 09350 0060 | 1 | $2,045.77 | $220.12 |
| TULSIANI GROUP OF COMPANIES LT KANAGASABAI BHUWANESWARA | 2246171 | 18E17S100260 12850 0170 | 1 | $2,045.77 | $220.12 |
| TWITTY BRYCEANN | 2191333 | 18E17S100220 15750 0150 | 1 | $2,045.77 | $220.12 |
| UNDERWOOD RESIDENTIAL GC LLC | 1267536 | 18E17S100030 03170 0110 | 1 | $2,045.77 | $220.12 |
| VAN DER STOEL W J | 1267404 | 18E17S100030 03160 0080 | 1 | $2,045.77 | $220.12 |
| VAN DER STOEL W J | 1267412 | 18E17S100030 03160 0090 | 1 | $2,045.77 | $220.12 |
| VAN NESS & VAN NESS PA | 2060921 | 18E17S100220 16110 0190 | 1 | $2,045.77 | $220.12 |
| VANNESS AND VANNESS PA | 1301211 | 18E17S100050 04920 0050 | 1 | $2,045.77 | $220.12 |
| WAGNER JOHN F | 1298652 | 18E17S100050 04740 0020 | 1 | $2,045.77 | $220.12 |
| WALDMAN ANDIE LAUREN | 1267382 | 18E17S100030 03160 0060 | 1 | $2,045.77 | $220.12 |
| WENTWORTH DAWN E | 2081996 | 18E17S100260 05190 0190 | 1 | $2,045.77 | $220.12 |
| WISER BOBBY LEE WISER MECHEL GURA | 2191414 | 18E17S100220 15750 0180 | 1 | $2,045.77 | $220.12 |
| WONNELL ROBERT L EST & PAMELA WONNELL | 2246201 | 18E17S100260 12850 0200 | 1 | $2,045.77 | $220.12 |
| YATES TANG HELEN & STEPHEN S C TANG | 1434033 | 18E17S100200 13250 0050 | 1 | $2,045.77 | $220.12 |
| ZAPATA JOSE ENRIQUE | 2146303 | 18E17S100230 17540 0030 | 1 | $2,045.77 | $220.12 |



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# APPENDIX D

## *PROPOSED CITRUS SPRINGS 2021 ASSESSMENT AREA*
## *PRELIMINARY ASSESSMENT ROLL*

THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT TO BECOME DUE IN ANY FISCAL YEAR FOR EACH AU IS $220.12

| OWNER'S NAME | ALT KEY | PARCEL ID | QUANTITY LOTS/AU | PREPAYMENT AMOUNT | MAX ANNUAL ASSESSMENT |
|---|---|---|---|---|---|

69 Records



Attachment: 6c IAR Supporting Docs (12922 : Proposed Citrus Springs 2021 Assessment Area)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Proposed 2021 Montezuma Waters Sewer Project Assessment Area |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Proposed 2021 Montezuma Waters Sewer Project Assessment Area

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Special Assessments to be levied against benefitted properties.

**RECOMMENDED ACTION:**

a. Adopt and authorize the Chairman to execute a Resolution of Citrus County, Florida, relating to the provision of the Wastewater Collection System in the unincorporated area of the County; creating the 2021 Montezuma Waters Sewer Project Assessment Area; determining the estimated capital cost of the Wastewater Collection System; establishing the method of assessing the project cost against the properties that will be benefited thereby, establishing other terms and conditions of the assessments; directing the County Administrator to prepare a preliminary assessment roll; establishing a public hearing to consider imposition of the proposed assessments and the method of their collection; directing the provision of notice; and providing for an effective date.

b. Set a public hearing for July 27, 2021 at 2:10 p.m. regarding the Proposed 2021 Montezuma Waters Sewer Project Assessment Area.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**CITRUS COUNTY, FLORIDA**

# INITIAL ASSESSMENT RESOLUTION FOR A WASTEWATER COLLECTION SYSTEM WITHIN THE PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA

**ADOPTED June 22, 2021**

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Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**RESOLUTION NO. 2021-_____**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, RELATING TO THE WASTEWATER COLLECTION SYSTEM; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; DETERMINING THE ESTIMATED PROJECT COST OF THE WASTEWATER COLLECTION SYSTEM; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE COUNTY ADMINISTRATOR TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, AS FOLLOWS:**

## ARTICLE I

## DEFINITIONS AND CONSTRUCTION

**SECTION 1.01. DEFINITIONS.** This resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

**"Annual Debt Service Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(E) hereof.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**"Assessment Roll"** means a non-ad valorem assessment roll relating to the Wastewater Collection System.

**"Assessments"** means an annual special assessment imposed against property located within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area to fund the Project Cost of the Wastewater Collection System, computed in the manner described in Section 4.04 hereof.

**"Building"** means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind.

**"Capital Cost"** means all or any portion of the expenses that are properly attributable to the design, acquisition, construction and installation of the Wastewater Collection System and imposition of the Assessments under generally accepted accounting principles and including reimbursement to the County for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

**"Code"** means Chapter 86 of the Citrus County Code of Ordinances, entitled the Capital Project and Related Services Assessment Ordinance.

**"Collection Cost"** means the estimated cost to be incurred by the County during any Fiscal Year in connection with the collection of the Assessments.

**"Collection Cost Component"** means the amount computed for each Tax Parcel pursuant to Section 4.04(F) hereof.

**"Dwelling Unit"** means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**"Final Assessment Resolution"** means the resolution described in Section 86-27 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Assessments within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area.

**"Funding Agreement"** means the agreement pursuant to which the County agreed to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations or the terms under which the County agrees to internally finance the Wastewater Collection System through an internal loan.

**" PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA** or **"Assessment Area"** means the properties that will be specially benefited by the Wastewater Collection System, as more particularly described in Section 3.01 and Appendix A hereof.

**"Lot"** is the "Assessment Unit" as defined in the Code and means any of the numbered lots or parcels shown on any of the recorded plats within the Assessment Area on which a Single-Family Residential Unit can be constructed or sited in accordance with applicable laws and regulations, after giving effect to any recorded Permanent Reassignment of Development Rights. For purposes of this Initial Assessment Resolution any Lots without an existing Single-Family Residential Unit shall be included within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area even if it is currently improved with an accessory Building.

**"Original Obligations"** means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases or any other obligation issued or incurred, including internal loans, to finance all or a portion of the Project Cost of the Wastewater Collection System and secured, in whole or in part, by proceeds of the Assessments.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**"Permanent Reassignment of Development Rights"** means a condition, restriction, and limitation that a property owner of two or more Lots voluntarily imposes on said Lots pursuant to Administrative Regulation No. 11.10-1 to legally condition, restrict, and limit the use of said Lots as a covenant running with the land so that such property will be considered one Lot for purposes of the Assessment.

**"Prepayment Amount"** means the amount computed either pursuant to Section 4.03 or Section 4.05 hereof for each Tax Parcel located in the Proposed 2021 Montezuma Waters Sewer Project Assessment Area to pay the Assessment in full.

**"Prepayment Modification Factor"** means the factor computed pursuant to Section 4.04(B) hereof.

**"Project Cost"** means (A) the Capital Cost of the Wastewater Collection System, (B) the Transaction Cost associated with the Obligations attributable to the Wastewater Collection System, if any, (C) interest accruing on such Obligations for such period of time as the County deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Wastewater Collection System, and (E) any other costs or expenses related thereto.

**"Single-Family Residential Unit"** means a Building that contains a single Dwelling Unit.

**"Statutory Discount Amount"** means the amount computed for each Tax Parcel pursuant to Section 4.04(G) hereof.

**"Tax Parcel"** means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**"Tax Roll"** means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

**"Uniform Assessment Collection Act"** means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

**"Wastewater Collection System "** means a Local Improvement as defined in the Code consisting of all facilities required for the collection and transmission of wastewater collected from properties within the Assessment Area, to be installed along West Chickasaw Lane from the north line of West Fort Island Trail, ending at North Comanche Pt; extend in a northerly direction from West Chickasaw Lane to the ends of North Comanche Point and North Seneca Point, inclusive, to provide these services. The Wastewater Collection System includes, but is not limited to, the design, acquisition, construction, and installation of collection lines, mains, laterals, force mains, lift stations, and other miscellaneous appurtenances necessary to provide a centralized sewer system and sewer system improvements to all properties within the Assessment Area in order to provide for the health, safety, and welfare of all residents within the Assessment Area.

**SECTION 1.02. INTERPRETATION.** Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**SECTION 1.03. FINDINGS.** It is hereby ascertained and declared that the Wastewater Collection System will provide a special benefit to the Assessed Property and that the Project Cost will be fairly and reasonably apportioned among those Assessed Properties based upon the following legislative determinations.

(A) Pursuant to Article VIII, Section 2(f) of the Florida Constitution, sections 125.01 and 125.66, Florida Statutes, and the Code, the Board has all powers of local self-government to perform county functions and to render county services in a manner not inconsistent with general or special law, and such power may be exercised by the enactment of county ordinances and resolutions.

(B) The Board has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements and Related Services that benefit the property located therein.

(C) The Assessments imposed pursuant to the procedures provided in the Code and this Initial Assessment Resolution will be imposed by the Board. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed solely as ministerial.

(D) The Board desires to create the Proposed 2021 Montezuma Waters Sewer Project Assessment Area as an Assessment Area and to fund a portion of the Project Cost of the Wastewater Collection System, which is a Local Improvement as defined in the Code, through Assessments. The Assessment Area is created for the purpose of constructing the Wastewater Collection System to serve the property located therein and to meet the demands for extensions of such Wastewater Collection System in a timely, efficient, and equitable manner.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

(E) The design, acquisition, construction, and installation of the Wastewater Collection System will provide a special benefit to all Tax Parcels located within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area by protecting and enhancing the value, use, enjoyment and attractiveness and viability of such property by improving and enhancing utility services, reliability and safety for those properties within the Assessment Area and providing access to centralized sewer service within the Assessment Area which will increase the residential attractiveness and development potential of all properties therein.

(F) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Wastewater Collection System by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of Lots within the Assessment Area in the manner hereinafter described.

(G) The Wastewater Collection System represent facilities that are directly related to providing the property owners a centralized sanitary sewer system and sanitary sewer system improvements. The owners of the property in the Assessment Areas plan to use their properties for residential purposes and each potential Single-Family Residential Unit can be expected to demand about the same amount of potable water usage on an annual average basis. Accordingly, the Board hereby determines that it is fair and equitable to allocate the Project Cost to property owners within the Assessment Area based upon the number of Lots.

(H) The Board hereby finds that each Tax Parcel within the proposed Assessment Area will be benefited by the County's provision of the Wastewater Collection System in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

## ARTICLE II

## NOTICE AND PUBLIC HEARING

**SECTION 2.01. PUBLIC HEARING.** There is hereby established a public hearing to be held by the Board at 2:10 p.m. on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, to consider: (A) creation of the Proposed 2021 Montezuma Waters Sewer Project Assessment Area; (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the tax bill to be mailed in November 2021.

**SECTION 2.02. NOTICE BY PUBLICATION.** Upon completion of the Assessment Roll, the County Administrator shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Section 86-25 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B.

**SECTION 2.03. NOTICE BY MAIL.** Upon completion of the Assessment Roll, the County Administrator shall, at the time and in the manner specified in Section 86-26 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C.

## ARTICLE III

## PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA

**SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.**

(A) In accordance with Section 86-21 of the Code, the Board proposes to create the 2021 Montezuma Waters Sewer Project Assessment Area encompassing all the area of the County more particularly described in Appendix A attached hereto.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

(B) The Assessment Area is proposed to provide access to a centralized sanitary sewer system and sanitary sewer system improvements through the provision of the Wastewater Collection System.

**SECTION 3.02. ASSESSMENT ROLL.** The County Administrator is hereby directed to prepare a final estimate of the Project Cost for the Wastewater Collection System and to prepare the preliminary Assessment Roll in the manner provided in Section 86-24 of the Code. The County Administrator shall apportion the Project Cost among the Tax Parcels within Proposed 2021 Montezuma Waters Sewer Project Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Project Cost and the Assessment Roll shall be maintained on file in the office of the County Administrator and the County Land Section and be open to public inspection. The preliminary Assessment Roll is attached hereto as Appendix D and incorporated herein by reference.

## ARTICLE IV

## ASSESSMENTS

**SECTION 4.01. ESTIMATED PROJECT COST**.

(A) The total estimated Project Cost for the Wastewater Collection System is $ 1,564,392.00 which shall be further allocated as follows:

(1) $1,173,294.00 is the portion of the Project Cost funded through grants received from Florida Department of Environmental Protection.

(2) $391,098.00 is the portion of the Project Cost allocated to properties that will be served by the Wastewater Collection System and subject to the Assessments.

(B) The Project Cost will be funded through the imposition of Assessments against property located in the Proposed 2021 Montezuma Waters Sewer Project Assessment Area.

**SECTION 4.02. IMPOSITION OF ASSESSMENTS.** The Assessments shall be imposed against the Tax Parcels located within the Assessment Area for a period of ten (10) years. The first annual Assessment will be included on the ad valorem tax bill and mailed in October or November 2021. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Assessment Area pursuant to Section 86-30 of the Code.

**SECTION 4.03. PREPAYMENT AMOUNT.**

(A) Upon adoption of the Final Assessment Resolution, an Initial Prepayment Amount for each Tax Parcel located within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area shall be calculated by dividing the Estimated Project Cost by the total number of Lots within the assessment area to derive an Initial Prepayment Amount per each Tax Parcel.

(B) Following adoption of the Final Assessment Resolution, the Clerk of Court shall provide by first class mail a notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the date specified in such notice, the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments by paying the Prepayment Amount.

(C) The amount of all prepayments made pursuant to this Section 4.03 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Wastewater Collection System is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.04. COMPUTATION OF ASSESSMENTS.** Commencing with the tax bill to be mailed in November 2021, the Assessments will be imposed for each Fiscal Year

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

and collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in accordance with Section 4.03 hereof in the manner set forth in this Section 4.04.

(A) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be calculated for each Fiscal Year in which the Initial Prepayment Amount (or Adjusted Prepayment Amount, if applicable) of the Tax Parcel is outstanding as the annual installment of principal and interest due based on the debt service schedule prepared with the Initial Prepayment Amount for such Tax Parcel as the beginning balance and utilizing the County Interest Rate such that the principal and interest are payable in equal installments over a ten (10) year period.

(B) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of the aggregated Adjusted Prepayment Amount remaining in the Assessment District, and (2) multiplying the result by the Assessment Collection Cost.

(C) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a 1% reserve for nonpayment, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(D) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of the Annual Debt Service Component, the Collection Cost Component and the Statutory Discount Amount, as set forth in the preliminary Assessment Roll which is attached hereto as Appendix D and incorporated herein by reference.

**SECTION 4.05. ADDITIONAL PREPAYMENT OPTION.**

(A) Following the date specified in the notice provided pursuant to Section 4.03(C) hereof, or such later date as the Board may allow in its sole discretion, the owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments by paying an amount equal to the sum of (1) the original Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at six percent (6%).

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.05 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the actual Project Cost of the Wastewater Collection System is less than the estimated Project Cost upon which the Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.06. MANDATORY PREPAYMENT.**

(A) If at any time a tax certificate has been issued and remains outstanding in respect of any Tax Parcel subject to the Assessment, the owner shall prepay all future unpaid annual

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Assessments for such Tax Parcel if the Board, at its sole option, elects to accelerate the Assessment. The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) the Prepayment Amount for such Tax Parcel, and (2) interest on the Prepayment Amount, computed at six percent (6%).

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the County may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.06 shall be final. The County shall not be required to refund any portion of a prepayment if (1) the Project Cost of the Wastewater Collection System is less than the amount upon which such Prepayment Amount was computed, or (2) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

**SECTION 4.07. REALLOCATION.** If an owner intends to subdivide a Tax Parcel, the Prepayment Amount for such Tax Parcel may be reallocated pro rata among the new Tax Parcels upon (1) application of the owner or the County and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

## ARTICLE V

## GENERAL PROVISIONS

**SECTION 5.01. METHOD OF COLLECTION.** Commencing with the tax bill to be mailed in November 2021, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**SECTION 5.02. SEVERABILITY.** If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

**SECTION 5.03. EVIDENCE OF PAYMENT.** Prepayment in full of the Assessment imposed against any Tax Parcel shall operate as a release of the Assessment lien upon such Tax Parcel. Upon request, the Clerk of Court may issue a written confirmation to evidence such payment; provided however, that the issuance of written confirmation shall not be required to release the Assessment lien. The County may impose an administrative fee to defray the cost of providing written confirmation pursuant to this Section 5.03.

**SECTION 5.04. REVISIONS TO ASSESSMENTS.** If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Board is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Board has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Board may take all necessary steps to impose a new Assessment against any property benefited by the Wastewater Collection System, following as nearly as may be practicable, the provisions of the Code and in case such second Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Assessments until a valid Assessment is imposed.

**SECTION 5.05. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its passage.

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**DONE AND ADOPTED** in Regular Session this 22nd day of June, 2021.

BOARD OF COUNTY COMMSSIONERS
OF CITRUS COUNTY, FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

_____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

# APPENDIX A

## DESCRIPTION OF THE PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

# APPENDIX A

The Proposed 2021 Montezuma Waters Sewer Project Assessment Area shall include the following properties, as identified by parcel identification number assigned by the Property Appraiser:

| ALTKEY | PARCELID |
|---|---|
| 1064929 | 17E18S190020 0010 |
| 1064937 | 17E18S190020 0020 |
| 1064945 | 17E18S190020 0030 |
| 1064953 | 17E18S190020 0040 |
| 1064961 | 17E18S190020 0060 |
| 1064970 | 17E18S190020 0080 |
| 1064988 | 17E18S190020 0090 |
| 1064996 | 17E18S190020 0100 |
| 1065003 | 17E18S190020 0110 |
| 1065011 | 17E18S190020 0120 |
| 1065020 | 17E18S190020 0130 |
| 1065038 | 17E18S190020 0140 |
| 1065046 | 17E18S190020 0150 |
| 1065054 | 17E18S190020 0160 |
| 1065062 | 17E18S190020 0170 |
| 1065071 | 17E18S190020 0180 |
| 1065089 | 17E18S190020 0190 |
| 1065097 | 17E18S190020 0200 |
| 1065101 | 17E18S190020 0210 |
| 1065127 | 17E18S190020 0240 |
| 1065135 | 17E18S190020 0250 |
| 1065143 | 17E18S190020 0260 |
| 1065151 | 17E18S190020 0270 |
| 1065160 | 17E18S190020 0280 |
| 1065178 | 17E18S190020 0290 |
| 1065186 | 17E18S190020 0300 |
| 1065194 | 17E18S190020 0310 |
| 1065208 | 17E18S190020 0320 |
| 1065216 | 17E18S190020 0330 |
| 1065224 | 17E18S190020 0340 |
| 1065232 | 17E18S190020 0350 |
| 1065241 | 17E18S190020 0360 |
| 1065321 | 17E18S190030 0420 |
| 1065330 | 17E18S190030 0430 |
| 1065348 | 17E18S190030 0440 |
| 1065356 | 17E18S190030 0450 |



Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

| | |
|---|---|
| 1065364 | 17E18S190030 0460 |
| 1065372 | 17E18S190030 0470 |
| 1065381 | 17E18S190030 0480 |
| 1065399 | 17E18S190030 0500 |
| 1065402 | 17E18S190030 0510 |
| 1065411 | 17E18S190030 0530 |
| 1065429 | 17E18S190030 0540 |
| 1065437 | 17E18S190030 0570 |
| 1065445 | 17E18S190030 0580 |
| 1065453 | 17E18S190030 0590 |
| 1065461 | 17E18S190030 0600 |
| 1065470 | 17E18S190030 0610 |
| 1065488 | 17E18S190030 0630 |
| 1065496 | 17E18S190030 0640 |
| 1065500 | 17E18S190030 0650 |
| 1065518 | 17E18S190030 0660 |
| 1065526 | 17E18S190030 0670 |
| 1941288 | 17E18S190030 0680 |
| 1952905 | 17E18S190030 0690 |
| 1952913 | 17E18S190030 0700 |
| 1991315 | 17E18S190030 0490 |
| 1991366 | 17E18S190030 0520 |
| 1991391 | 17E18S190030 0550 |
| 1991421 | 17E18S190030 0560 |
| 1991480 | 17E18S190030 0710 |
| 1991528 | 17E18S190030 0720 |
| 1991625 | 17E18S190030 0750 |
| 2125861 | 17E18S190030 0760 |
| 2327901 | 17E18S190030 0620 |
| 2931396 | 17E18S190020 0370 |
| 2955147 | 17E18S19 11200 0010 |
| 3106346 | 17E18S19 11200 0040 |
| 3118259 | 17E18S190030 0730 |
| 3118262 | 17E18S190030 0740 |
| 3406713 | 17E18S190020 0220 |
| 3406725 | 17E18S190020 0230 |
| 3461791 | 17E18S20 33000 0050 |
| 3520258 | 17E18S190030 0400 |
| 3520259 | 17E18S190030 0410 |
| 3521879 | 17E18S190020 0CNL0 0005 |
| 3521880 | 17E18S190030 0CNL0 0006 |

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

# APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

## APPENDIX B

## FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 06, 2021

**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE PROPOSED 2021 MONTEZUMA WATERS SEWER PROJECT ASSESSMENT AREA TO PROVIDE FOR THE WASTEWATER COLLECTION SYSTEM.**

Notice is hereby given that the Board of County Commissioners of Citrus County, Florida will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the design, acquisition, construction, and installation of the Wastewater Collection System within the boundaries of the Proposed 2021 Montezuma Waters Sewer Project Assessment Area. The hearing will be held at 2:10 p.m. on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the Proposed 2021 Montezuma Waters Sewer Project Assessment Area, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Board with respect to any matter considered at the hearing or at any subsequent meeting to which the Board has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

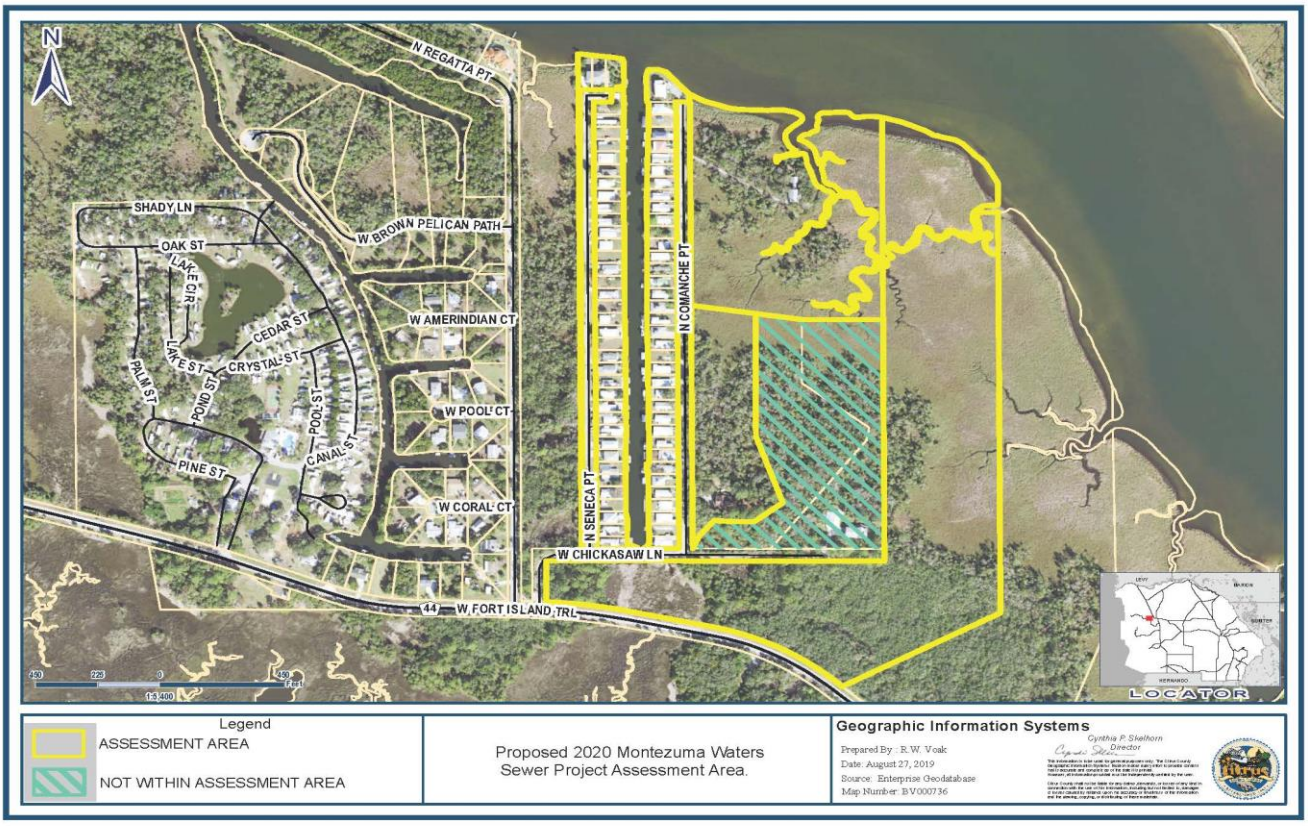
The assessment for each tax parcel of property will be based on the number of Lots attributed to that Tax Parcel. The annual assessment will include each Tax Parcel's share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $760.39 per Lot. A more specific description of the improvements and the method of computing the assessment for each parcel of property

are set forth in the Initial Assessment Resolution adopted by the Board on June 22, 2021. Copies of Chapter 86 of the County Code, the Initial Assessment Resolution (Resolution No. 2021-____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida,, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title. The Board intends to collect the assessments in 10 annual installments.

If you have any questions, please contact the Land Section at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

**MAP OF ASSESSMENT AREA**




CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS





Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

**APPENDIX C**

**FORM OF NOTICE TO BE MAILED**

# APPENDIX C

## FORM OF NOTICE TO BE MAILED

Citrus County Land Section
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

CITRUS COUNTY, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

NOTICE DATE: July 06, 2021

«ADDR1»
«ADDR2
«ADDR3»
«City» <State> <Zip>

Ak# <<ALTKEY>>
Parcel Tax ID: «PID»
Legal: <Legal_128>

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***

An assessment area is being created to provide sanitary sewerage to your property through the Citrus County Utilities Department. A Wastewater Collection System will be constructed along West Chickasaw Lane from the north line of West Fort Island Trail, ending at North Comanche Pt; extend in a northerly direction from West Chickasaw Lane to the ends of North Comanche Point and North Seneca Point, inclusive, to provide these services. The cost of these facilities will be funded by assessments against the property to be served. Each improved and unimproved lot will be assigned one assessment unit. The assessment for each parcel of property is based on the number of assigned Lots. A more specific description of the assessment program is set forth in the Initial Assessment Resolution adopted by the Board of County Commissioners on June 22, 2021. Copies of the Initial Assessment Resolution, Chapter 86 of the Citrus County Code, the plans and specifications for the Wastewater Collection System, and the preliminary Assessment Roll are available for your review at the Board of County Commissioners Administrative Office, Room 232, located at the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, and the Land Section Office, located at 3600 W. Sovereign Path, Suite 205, Lecanto, Florida, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Information regarding the assessment for your specific property, including the number of Lots, is attached to this letter.

The County intends to use an internal loan to finance this project. This will permit the cost attributable to your property to be amortized over a period of not to exceed ten (10) years. However, you may choose to prepay your assessment in full (initial prepayment amount is $5,330.05 per Lot) and avoid the additional annual collection and administrative costs and future interest. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for payment.

The annual assessment will include your share of the principal, interest and collection costs. The maximum annual assessment is estimated to be $760.39 per Lot. The total annual assessment revenue to be collected within the Proposed 2021 Montezuma Waters Sewer Project Assessment Area for the Fiscal Year beginning October 1, 2021, is estimated to be $59,310.42. The County intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.



Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

The Board of County Commissioners will hold a public hearing at 2:10 p.m., or as soon thereafter as the matter can be heard, on July 27, 2021, in Room 100 of the Citrus County Courthouse, 110 North Apopka Avenue, Inverness, Florida, for the purpose of receiving public comment on the proposed, the special assessments, and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. If you decide to appeal any decision made by the Board with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service. If you need a Spanish Translator, please make arrangements with the County by telephone within two days of the publication notice at 352-527-5370. Si necesita un traductor de español por favor haga arreglos con el Condado dentro de los dos días de la notificación de la publicación a 352-527-5370.

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If you have any questions, please contact the Land Section Office at (352) 527-5458, Monday through Friday between 8:30 a.m. and 4:30 p.m.

CITRUS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

| | |
|---|---|
| [Property Owner Name] | [Insert Name] |
| Parcel ID Number | [Insert Number] |
| Parcel Alternate Key Number: | [Insert Number] |
| Total number of Lots attributed to property: | [Insert Number] |
| Assessment Cost per Lot: | [Insert Amount] |
| Initial prepayment amount: | [Insert Amount] |
| Number of annual payments: | not to exceed 10 |
| Annual payment amount per Lot: | [Insert Amount] |
| Maximum annual payment: | [Insert Amount] |
| Expected date of first bill: | November 2021 |
| Total amount of annual payments: | [Insert Amount] |
| Expected date of last bill: | November 2030 |

_____

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

# APPENDIX D

# ASSESSMENT ROLL

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

## APPENDIX D

## PROPOSED MONTEZUMA WATERS SEWER PROJECT 2020 ASSESSMENT AREA
## PRELIMINARY ASSESSMENT ROLL

Preliminary Cost Estimate per Assessment unit is $5,330.05

| OWNER'S NAME | ALT KEY | PARCEL ID | ASSESSMENT UNIT | TOTAL ASMNT |
|---|---|---|---|---|
| ANDREWS STUFF CR LLC | 1065178 | 17E18S190020 0290 | 1 | $5,330.05 |
| ANTHONY CHRISTOPHER DANIEL & MELIN | 1065496 | 17E18S190030 0640 | 1 | $5,330.05 |
| AUSTIN EDMUND JEFF & SALLY A | 1064945 | 17E18S190020 0030 | 1 | $5,330.05 |
| BEGOVICH JEFFREY H & JIMMIE AMANDA | 1065208 | 17E18S190020 0320 | 1 | $5,330.05 |
| BENNETT CHARLES JOSEPH: GILBERT TE | 1065437 | 17E18S190030 0570 | 1 | $5,330.05 |
| BEVERLY DON | 3106346 | 17E18S19 11200 0040 | 1 | $5,330.05 |
| BIELECKI MARGARET S: HERMANN JASON | 2955147 | 17E18S19 11200 0010 | 1 | $5,330.05 |
| C F H T LLC | 1065518 | 17E18S190030 0660 | 1 | $5,330.05 |
| CH LAND HOLDINGS LLC | 1065020 | 17E18S190020 0130 | 1 | $5,330.05 |
| CHAPPEL ELLEN M TRUSTEE ELLEN M CH | 1064929 | 17E18S190020 0010 | 1 | $5,330.05 |
| CHUNG JOHNNIE PENG-HOONG: HUNT JE | 1991528 | 17E18S190030 0720 | 1 | $5,330.05 |
| COBB DEBRA J: DEBRA J COBB REVOCAB | 1991625 | 17E18S190030 0750 | 1 | $5,330.05 |
| COULLIAS KAREN BUSSARD & NICHOLAS | 1991366 | 17E18S190030 0520 | 1 | $5,330.05 |
| COULLIAS NICHOLAS GEORGE & KAREN M | 1065402 | 17E18S190030 0510 | 1 | $5,330.05 |
| DAVIS MATTHEW & VALERIE | 1991391 | 17E18S190030 0550 | 1 | $5,330.05 |
| DAVIS RONALD C & DEBORA S | 1065071 | 17E18S190020 0180 | 1 | $5,330.05 |
| DAVIS RONALD C II & BREANNE L | 1065143 | 17E18S190020 0260 | 1 | $5,330.05 |
| DESANTIS FRANK L & MELISSA K DESANTIS FAMILY DECLARATION | 3520259 | 17E18S190030 0410 | 1 | $5,330.05 |
| DESANTIS FRANK L & MELISSA K DESANTIS FAMILY DECLARATION | 3520258 | 17E18S190030 0400 | 1 | $5,330.05 |
| DIAL DONALD N & CHRISTINE K: DIAL DON DIAL DENNIS P, GRAY TAMARA LYNN DIAL | 1991315 | 17E18S190030 0490 | 1 | $5,330.05 |
| DIAL DONALD NELSON & CHRISTINE: DIAL GRAY TAMARA LYNN DIAL | 1065356 | 17E18S190030 0450 | 1 | $5,330.05 |
| DOLEN ROBERT & CHRISTINE | 1065399 | 17E18S190030 0500 | 1 | $5,330.05 |
| DONNELLY THOMAS J & PATRICIA S | 2125861 | 17E18S190030 0760 | 1 | $5,330.05 |
| ETHEREDGE RICHARD K & MICHELE P | 2327901 | 17E18S190030 0620 | 1 | $5,330.05 |
| FARR ERIK ALAN & STACEY DAVIS | 1065097 | 17E18S190020 0200 | 1 | $5,330.05 |
| FECHTEL TERESA L: STROLY WALTER AN | 1991480 | 17E18S190030 0710 | 1 | $5,330.05 |
| FECHTEL VINCENT J JR: VINCENT J FECTE | 1065194 | 17E18S190020 0310 | 1 | $5,330.05 |
| FOX BRENT & JENNIFER | 1065364 | 17E18S190030 0460 | 1 | $5,330.05 |
| FREDERICK EARNIE | 1065160 | 17E18S190020 0280 | 1 | $5,330.05 |

## APPENDIX D

## PROPOSED MONTEZUMA WATERS SEWER PROJECT 2020 ASSESSMENT AREA
## PRELIMINARY ASSESSMENT ROLL

Preliminary Cost Estimate per Assessment unit is $5,330.05

| OWNER'S NAME | ALT KEY | PARCEL ID | | ASSESSMENT UNIT | TOTAL ASMNT |
|---|---|---|---|---|---|
| HANES ANN F; HANES FAMILY TRUST | 1065232 | 17E18S190020 | 0350 | 1 | $5,330.05 |
| HARE CYNTHIA E | 1065151 | 17E18S190020 | 0270 | 1 | $5,330.05 |
| HARRELL PAMELA K; PAMELA K HARRELL | 1065470 | 17E18S190030 | 0610 | 1 | $5,330.05 |
| HINDMAN SCOTT T & TAMI F | 1064988 | 17E18S190020 | 0090 | 1 | $5,330.05 |
| HOLLAND CARL FRANK & MARIANN | 1064961 | 17E18S190020 | 0060 | 1 | $5,330.05 |
| HOLLYNN PROPERTIES INC | 1064953 | 17E18S190020 | 0040 | 2 | $10,660.10 |
| HUNTER JOSEPH R; JOSEPH R HUNTER R | 1065224 | 17E18S190020 | 0340 | 1 | $5,330.05 |
| IRONS LAWRENCE ROBERT JR & PEARL R | 1065003 | 17E18S190020 | 0110 | 1 | $5,330.05 |
| JEAN HENRI V & CYNTHIA R | 1064970 | 17E18S190020 | 0080 | 1 | $5,330.05 |
| JUDICLARE PROPERTIES LLC | 1065348 | 17E18S190030 | 0440 | 1 | $5,330.05 |
| KALIN MICHAEL | 1065321 | 17E18S190030 | 0420 | 1 | $5,330.05 |
| KEEL DONALD B & PAMELA L | 1065445 | 17E18S190030 | 0580 | 1 | $5,330.05 |
| KNAPP JULIA | 1065500 | 17E18S190030 | 0650 | 1 | $5,330.05 |
| LESTER JAMES & DEBORAH | 1065381 | 17E18S190030 | 0480 | 1 | $5,330.05 |
| LIU WEICHANG | 3461791 | 17E18S20 | 33000 0050 | 1 | $5,330.05 |
| LOWMAN CITRUS HOLDINGS LLC | 1065453 | 17E18S190030 | 0590 | 1 | $5,330.05 |
| LYONS PAUL C III & TERESA Y CO TRUSTE | 3406713 | 17E18S190020 | 0220 | 1 | $5,330.05 |
| LYONS PAUL C III & TERESA Y; PAUL C LY | 1065101 | 17E18S190020 | 0210 | 1 | $5,330.05 |
| LYONS PAULA C; PAULA C LYONS TRUST | 3406725 | 17E18S190020 | 0230 | 1 | $5,330.05 |
| M VON GASO INC | 1065241 | 17E18S190020 | 0360 | 1.5 | $7,995.05 |
| MARTENSSON JOHANNES K & CHRISTINA | 2931396 | 17E18S190020 | 0370 | 1 | $5,330.05 |
| MIDJAK PROPERTIES LLC | 1065011 | 17E18S190020 | 0120 | 1 | $5,330.05 |
| MILLER JEFFREY L; MILLER SUSAN D; MILL JUDITH M MILLER LIVING TRUST | 1065330 | 17E18S190030 | 0430 | 1 | $5,330.05 |
| MILLS ROGER D & DENISE M | 1991421 | 17E18S190030 | 0560 | 1 | $5,330.05 |
| MONTEZUMA WATERS LLC | 1065461 | 17E18S190030 | 0600 | 1 | $5,330.05 |
| PETERESON ANDERS III | 1065411 | 17E18S190030 | 0530 | 1 | $5,330.05 |
| PISARRI MURIEL R TRUSTEE MURIEL R PI | 1065216 | 17E18S190020 | 0330 | 1 | $5,330.05 |
| POUNDS CONSTRUCTION LLC | 1064937 | 17E18S190020 | 0020 | 1 | $5,330.05 |
| ROHLING KENNETH & GERALDINE A | 1065526 | 17E18S190030 | 0670 | 1 | $5,330.05 |



Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

Attachment: 4c IAR Montezuma Point Sewer Project Set FPH 7-27-2021 (12929 : Proposed 2021 Montezuma Waters Sewer Project Assessment

## APPENDIX D

## PROPOSED MONTEZUMA WATERS SEWER PROJECT 2020 ASSESSMENT AREA
## PRELIMINARY ASSESSMENT ROLL

Preliminary Cost Estimate per Assessment unit is $5,330.05

| OWNER'S NAME | ALT KEY | PARCEL ID | | ASSESSMENT UNIT | TOTAL ASMNT |
|---|---|---|---|---|---|
| SCOTT TINA J | 1065186 | 17E18S190020 | 0300 | 1 | $5,330.05 |
| SEAGER THOMAS & KEIKO CHEYENNE | 1952913 | 17E18S190030 | 0700 | 1 | $5,330.05 |
| SHIELDS JEFFREY A | 1065135 | 17E18S190020 | 0250 | 1 | $5,330.05 |
| SIWIK ROBERT A & BARBARA C | 1065372 | 17E18S190030 | 0470 | 1 | $5,330.05 |
| SLOCUMB STEVEN F | 1065046 | 17E18S190020 | 0150 | 1 | $5,330.05 |
| SLOCUMB STEVEN F | 1065038 | 17E18S190020 | 0140 | 1 | $5,330.05 |
| STALEY BARRY W & MARIA SOFIA | 1064996 | 17E18S190020 | 0100 | 1 | $5,330.05 |
| TILLMAN DAVID | 1065127 | 17E18S190020 | 0240 | 1 | $5,330.05 |
| VANLANDINGHAM JAMES COY & WEALTH | 1952905 | 17E18S190030 | 0690 | 1 | $5,330.05 |
| WARDELL WAYNE J & TAMMY; WARDELL | 1065488 | 17E18S190030 | 0630 | 1 | $5,330.05 |
| WESTPY EDWARD & HILA ANN | 1065089 | 17E18S190020 | 0190 | 1 | $5,330.05 |
| YOUNG FERRELL D & CAROLYN H | 1065054 | 17E18S190020 | 0160 | 1 | $5,330.05 |
| YOUNG FERRELL D & CAROLYN H | 1065062 | 17E18S190020 | 0170 | 1 | $5,330.05 |
| YOUNG RONALD E & NANCY E; DALEY KRI | 1941288 | 17E18S190030 | 0680 | 1 | $5,330.05 |
| ZIBULKA JOHN E & SANDRA C | 1065429 | 17E18S190030 | 0540 | 1 | $5,330.05 |
| ZS LANDING LLC | 3118259 | 17E18S190030 | 0730 | 1 | $5,330.05 |
| ZS LANDING LLC | 3118262 | 17E18S190030 | 0740 | 1 | $5,330.05 |

75 Records Printed

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | RFQ 21-003 Elder Affairs and Older American In-Home Health Services |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On November 15, 2020, staff issued a Request for Qualifications for consideration to provide In Home Health Services to assist those age 60 or older with physical or mental functional impairments that are at risk of institutionalization and those 18+ diagnosed with Alzheimer's or memory related disorders to remain in their homes as long as possible in which County received eleven (11) proposals.

Support Services (SS) has adopted minimum service standards for those services to be funded under the In-Home Health Services program Grant and are as follows:

1. Homemaker Services
2. Personal Care Services
3. Respite Care Services
4. Companion / Escort
5. Chore Services
6. Medical Monitoring Services
7. Shopping Assistance

The contract term is for three (3) years for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs will begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period.

At this time, Staff desires to award RFQ 21-003 Elder Affairs and Older American In-Home Health Services to:

- Ability Care Services Inc.,
- ADT LLC,
- Community Angels LLC,
- Errand Rides LLC,
- Family Life Care Inc.,
- Guardian Medical Monitoring LLC,
- Loving Care in Home Services Inc.,
- Personal Response Corporation,
- Right at Home Nature Coast,
- Staff America Health Inc.,
- Viceroy Home Health LLC.

This program is Grant Funded.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Multiple grants and departments- Community Services

**RECOMMENDED ACTION:**

a. Approve and Authorize the Chairman to execute the Agreements between Citrus County, Florida, and Ability Care Services Inc., between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

b. Approve and Authorize the Chairman to execute the Business Associate Agreements between Citrus County, Florida and Ability Care Services Inc., between Citrus County, Florida and ADT LLC, between Citrus County, Florida and Community Angels LLC, between Citrus County, Florida and Errand Rides LLC, between Citrus County, Florida and Family Life Care Inc., between Citrus County, Florida and Guardian Medical Monitoring LLC, between Citrus County, Florida and Loving Care in Home Services Inc., between Citrus County, Florida and Personal Response Corporation, between Citrus County, Florida and Right at Home Nature Coast, between Citrus County, Florida and Staff America Health Inc., and between Citrus County, Florida and Viceroy Home Health LLC.

# PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

**Only complete the sections that apply and leave the rest blank. Once completed, print the form, have it signed by all those indicated below and mail to Purchasing Manager @ OMB/Purchasing. Also e-mail the form to** linda.morse@citrusbocc.com **Purchasing will assign a solicitation number, which will be provided to you.**

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

**NAME OF PROJECT:** In Home Services
(Two lines maximum)

**DEPARTMENT / DIVISION:** Community Services / Support Services / Senior Programs

**ACCOUNT NUMBER:**
(Four lines maximum) See attached list

**BUDGET AMOUNT:** To be determined by client need and funding agency requirements

**FINANCING REQUIRED:** YES ☐ NO ■ **GRANT FUNDED:** YES ■ NO ☐

**DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:**

In Home Services:

Refer to the DOEA handbook for full descriptions located at :
www.elderaffairs.state.fl.us/doea

Homemaker (housekeeping tasks)
Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
Emergency Alert Response Services (community based emergency alert response systems)
Shopping Assistance ( going to store and unloading groceries)
Respite Care (relieving a caregiver for a specified period of time, without personal care)
Respite Care (relieving a caregiver for a specified period of time, with personal care)
Note: Respite needs two different rates.

**REQUESTOR** Cindy Oneil **DATE** 8/14/2020

**DIVISION DIRECTOR** Tom Stanley **DATE** 8/14/2020

**DEPARTMENT DIRECTOR** Maureen Rodney **DATE** 8/14/2020

**MANAGEMENT & BUDGET DIRECTOR** cpratt **DATE** 8.19.2020



Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Board of County Commissioners
## Department of Community Services
## Support Services Division

2804 W. Marc Knighton Court, Key # 6
Lecanto, FL 34461

PH 352-527-5900
FX 352-527-5908

To: Linda Morse, Purchasing

Through: Mariselle Rodriguez, Director, Community Services MR

From: Joanne Granger, Director, Support Services

Subject: Vendor Contracts under RFQ 21-003

Date: January 20, 2021

The following vendors have submitted proposals under RFQ 21-003 and have met the qualifications and are approved to provide services under our "In Home Health Services.

Please issue contracts to the following companies for all programs:

- Family Life Care, Inc.
- Community Angels, LLC.
- Loving Care In Home Services Inc.
- Staff America Inc.
- Errand Rides LLC.
- Ability Care Services, Inc.
- Viceroy Home Health, LLC
- Nature Coast at Home Services, Inc. d/b/a Right At Home Nature Coast

Emergency Alert Response Only Companies:

- Guardian Medical Monitoring, LLC.
- Connect America Holdings, LLC and Subsidiary (Personal Response Corporation)
- ADT, LLC

Each company's rates are entered on the RFQ 21-003 Bid Tab Excel Spreadsheet and have been emailed to Purchasing.

If there is any additional information you may require, please do not hesitate to call upon us.

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | | |
| ADT | | | | | | | | |
| RATE is "PER DAY" | | | | | | | | |
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 1 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 1 | | N/A | | | N/A | N/A | |
| | 1 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 2 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 2 | | N/A | | | N/A | N/A | |
| | 2 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 3 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 3 | | N/A | | | N/A | N/A | |
| | 3 | | N/A | | | N/A | N/A | |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| ABILITY CARE | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $18.00 | $18.00 | | $18.00 | $18.00 | |
| | 2 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 3 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 2 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 3 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $17.00 | | | $17.00 | $17.00 | |
| | 2 | $18.00 | | | $18.00 | $18.00 | |
| | 3 | $19.00 | | | $19.00 | $19.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| COMMUNITY ANGELS | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 2 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| | 3 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | N/A | N/A | N/A | N/A | | N/A |
| | 2 | N/A | N/A | N/A | N/A | | N/A |
| | 3 | N/A | N/A | N/A | N/A | | N/A |
| Companionship- CCE, HOPE, IIIB | 1 | $18.50 | | | $18.50 | $18.50 | |
| | 2 | $19.50 | | | $19.50 | $19.50 | |
| | 3 | $20.50 | | | $20.50 | $20.50 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| ERRAND RIDES | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $16.75 | $16.75 | | $16.75 | $16.75 | |
| | 2 | $17.75 | $17.75 | | $17.75 | $17.75 | |
| | 3 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 2 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| | 3 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $16.75 | $16.75 | $16.75 | $16.75 | | $16.75 |
| | 2 | $17.75 | $17.75 | $17.75 | $17.75 | | $17.75 |
| | 3 | $18.75 | $18.75 | $18.75 | $18.75 | | $18.75 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| | 2 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 3 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $16.25 | | | $16.25 | $16.25 | |
| | 2 | $17.00 | | | $17.00 | $17.00 | |
| | 3 | $18.00 | | | $18.00 | $18.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| FAMILY LIFE CARE | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $17.75 | $17.75 | | $17.75 | $17.75 | |
| | 2 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| | 3 | $19.75 | $19.75 | | $19.75 | $19.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $19.50 | $19.50 | | $19.50 | $19.50 | |
| | 2 | $20.50 | $20.50 | | $20.50 | $20.50 | |
| | 3 | $21.50 | $21.50 | | $21.50 | $21.50 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $17.75 | $17.75 | $17.75 | $17.75 | | $17.75 |
| | 2 | $18.75 | $18.75 | $18.75 | $18.75 | | $18.75 |
| | 3 | $19.75 | $19.75 | $19.75 | $19.75 | | $19.75 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $17.75 | | | $17.75 | $17.75 | |
| | 2 | $18.75 | | | $18.75 | $18.75 | |
| | 3 | $19.75 | | | $19.75 | $19.75 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | | |
| GUARDIAN MEDICAL MONITORING, LLC | | | | | | | | |
| RATE is "PER DAY" | | | | | | | | |
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 1 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 1 | | N/A | | | N/A | N/A | |
| | 1 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 2 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 2 | | N/A | | | N/A | N/A | |
| | 2 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 3 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 3 | | N/A | | | N/A | N/A | |
| | 3 | | N/A | | | N/A | N/A | |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| LOVING CARE IN HOME SERVICES | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| | 2 | $19.75 | $19.75 | | $19.75 | $19.75 | |
| | 3 | $20.75 | $20.75 | | $20.75 | $20.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.50 | $18.50 | $20.00 | $18.50 | | $18.50 |
| | 2 | $19.50 | $19.50 | $20.00 | $19.50 | | $19.50 |
| | 3 | $20.50 | $20.50 | $21.00 | $20.50 | | $20.50 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.50 | $18.50 | $20.00 | $18.50 | | $18.50 |
| | 2 | $19.50 | $19.50 | $20.00 | $19.50 | | $19.50 |
| | 3 | $20.50 | $20.50 | $21.00 | $20.50 | | $20.50 |
| Companionship- CCE, HOPE, IIIB | 1 | $18.25 | | | $18.25 | $18.25 | |
| | 2 | $19.25 | | | $19.25 | $19.25 | |
| | 3 | $20.25 | | | $20.25 | $20.25 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | | |
| PERSONAL RESPONSE CORP | | | | | | | | |
| RATE is "PER DAY" | | | | | | | | |
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 1 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 1 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 1 | GPS | $0.90 | | | $0.90 | $0.90 | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 2 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 2 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 2 | GPS | $0.90 | | | $0.90 | $0.90 | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 3 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 3 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 3 | GPS | $0.90 | | | $0.90 | $0.90 | |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B"+A2:H15 | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| RIGHT AT HOME NATURE COAST | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 2 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| | 3 | $25.00 | $25.00 | $25.00 | $25.00 | | $25.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 2 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| | 3 | $25.00 | $25.00 | $25.00 | $25.00 | | $25.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $23.00 | | | $23.00 | $23.00 | |
| | 2 | $24.00 | | | $24.00 | $24.00 | |
| | 3 | $25.00 | | | $25.00 | $25.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| STAFF AMERICA HEALTH, INC | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| | 2 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 3 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 2 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 3 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 2 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 3 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $22.00 | | | $22.00 | $22.00 | |
| | 2 | $23.00 | | | $23.00 | $23.00 | |
| | 3 | $24.00 | | | $24.00 | $24.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| VICEROY HOME HEALTH, LLC | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 2 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 3 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| | 2 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| | 3 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | N/A | N/A | N/A | N/A | | N/A |
| | 2 | N/A | N/A | N/A | N/A | | N/A |
| | 3 | N/A | N/A | N/A | N/A | | N/A |
| Companionship- CCE, HOPE, IIIB | 1 | $20.00 | | | $20.00 | $20.00 | |
| | 2 | $21.00 | | | $21.00 | $21.00 | |
| | 3 | $22.00 | | | $22.00 | $22.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA 4-27-2021 (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2020

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<br>Lockton Affinity, LLC<br>P. O. Box 879610<br>Kansas City, MO 64187-9610 | CONTACT NAME: Lockton Affinity, LLC<br>PHONE (A/C, No, Ext): 800-723-9624 FAX (A/C, No): 913-652-7599<br>E-MAIL ADDRESS: |
| INSURED<br>Ability Care Services, Inc.<br>635 W. Hwy 50, Suite E.<br>Clermont, FL 34711 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Certain Underwriter's at Lloyd's, London — AA1128623<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | MSJ0219616939 | 07/01/2020 | 07/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 250,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | OTHER | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | X | X | MSJ0219616939 | 07/01/2020 | 07/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS / X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N / A | | | | | | E L EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E L DISEASE - POLICY LIMIT | $ |
| A | Professional Liability | | | MSJ0219616939 | 07/01/2020 | 07/01/2021 | Each Claim | $1,000,000 |
| | | | | | | | Aggregate | $3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida is named additional insured on General Liability and Automobile Liability and Citrus County, Florida is granted a waiver of subrogation on General Liability and Automobile Liability.
Crime Coverage: POL#37BDDIF0786 09/25/2019 - 09/25/2022 Hartford Fire Insurance Company
Employee Theft - Client Premises Limit: $100,000 Deductible: $1,000

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

**CERTIFICATE HOLDER**

2486416

Citrus County Florida

2804 W. Marc Knighton Ct., Key#6

Lecanto, FL 34461

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2021

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 have ADDITIONAL INSURED provisions or 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
biBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: SalesSupport@biBERK.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Berkshire Hathaway Direct Insurance Company | 10391 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Ability Care Services, Inc.

635 W Hwy 50
50
Clermont, FL 34711

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 0 |
| | CLAIMS-MADE / OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 0 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC | | | | | | GENERAL AGGREGATE | $ 0 |
| | OTHER | | | | | | PRODUCTS - COMP/OP AGG | $ 0 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | X | N9WC197273 | 12/30/2020 | 12/30/2021 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

Exclusions:
Taisha Trotman;

A waiver of subrogation is included on the workers compensation policy in favor of Citrus County Florida (see endorsement attached)

**CERTIFICATE HOLDER**

Citrus County Florida
3600 W Sovereign Path
Ste. 266
Lecanto, FL 34461

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Lloyd's Syndicate 2623 (Beazley Furlonge Limited)

**A.M. Best #: 048946** **AIIN #: AA1128623**

**Domiciliary Address**
c/o Beazley Furlonge Limited Plantation Place South 60 Great Tower Street
London EC3R 5AD, United Kingdom
**Web:** www.beazley.com
**Phone:** 44-020-7667-0623
**Fax:** 44-020-7674-7100
Based on A.M. Best's analysis, 046515 - Beazley plc is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure associated with this company. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A s (Excellent) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 26, 2019 |
| **Initial Rating Date:** | December 12, 2002 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 26, 2019 |
| **Initial Rating Date:** | August 12, 2004 |

# Berkshire Hathaway Direct Insurance Company

**AMB #: 004784** **NAIC #: 10391** **FEIN #: 510400307**

**Domiciliary Address**
1314 Douglas Street Suite 1400
Omaha, Nebraska 68102-1944

United States

**Web:** www.biberk.com

**Phone:** 402-916-3000

**Fax:** 402-916-3350

Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**AM Best Rating Unit:** AMB #: 004917 - National Indemnity Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

---

Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A++ (Superior)

**Affiliation Code:** r (Reinsured)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** December 09, 2020

**Initial Rating Date:** June 30, 1977

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aaa (Exceptional)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** December 09, 2020

**Initial Rating Date:** December 10, 2015

**Financial Size Category** View Definition

**Financial Size Category:** XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Ability Care Services, Inc., (Contractor).

**2.0 Designated Contact Person as to County**:
Joanne Granger, Director
Division of Support Services
2804 W. Marc Knighton Court
Lecanto, Florida 34461
Phone: 352-527-5900
Fax: 352-527-5908
Email: joanne.granger@citrusbocc.com

**3.0 Designated Contact Person as to Contractor**:
Taisha Trotman, Administrator
Ability Care Services, Inc.
635 W Highway 50 Suite E
Clermont, Florida 34711
Phone: 352-227-1411
Fax: 844-335-7409
Email: administrator@abilitycareservices.com

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority

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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80):** As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

ABILITY CARE SERVICES, INC.

Signature of Witness (1)

Nayeli Lopez
Printed Name of Witness (1)

Signature of Witness (2)

Lance Reavs.
Printed Name of Witness (2)

BY: _____
TAISHA TROTMAN, ADMINISTRATOR

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26th day of March, 2021, by Taisha T. Trotman as Administrator who is ☐ personally known to me or ☑ who produced Fl. DL. as identification.

Witness my hand and official seal this 26th day of March, 2021.

Official use only

Notary Public State of Florida
Carmen Espinoza
My Commission GG 266398
Expires 10/14/2022

NOTARY PUBLIC Signature
Printed Name: Carmen Espinoza
Commission No.: GG266398
Expiration Date: 10/14/2022

**SEAL**

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement, **but not effective until July 1, 2021 through June 30, 2024.**

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024.**



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| ABILITY CARE | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $18.00 | $18.00 | | $18.00 | $18.00 | |
| | 2 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 3 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 2 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 3 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $17.00 | | | $17.00 | $17.00 | |
| | 2 | $18.00 | | | $18.00 | $18.00 | |
| | 3 | $19.00 | | | $19.00 | $19.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |

Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this _____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and ABILITY CARE SERVICES, INC., ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

### 5.2 Termination

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

### 5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Taisha Trotman<br>Title: Administrator<br>Address: 635 W Highway 50 Suite E<br>Clermont, Florida 34711 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.



Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By: _____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

Chris Dezerga
Print Name

Signature

Lance Rews
Print Name

Signature

ABILITY CARE SERVICES, INC

By: _____
TAISHA TROTMAN

Title: ADMINISTRATOR

Date: 3/26/21

Attachment: RFQ 21-003 AGENDA AbilityCares (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2020

**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 have ADDITIONAL INSURED provisions or 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
Marsh USA Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: FtLauderdale.Certs@marsh.com

CN109418288-ADTRH-GAWUC-20-

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Old Republic Insurance Co | 24147 |
| INSURER B : N/A | N/A |
| INSURER C : Axis Insurance Company | 37273 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
ADT LLC
32100 U.S. Highway 19 North
Palm Harbor, FL 34684

**COVERAGES** **CERTIFICATE NUMBER:** ATL-004406595-24 **REVISION NUMBER:** 17

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | MWZY 31431820 | 10/01/2020 | 10/01/2021 | EACH OCCURRENCE | $ | 4,500,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | X SIR: $500,000 | | | | | | MED EXP (Any one person) | $ | 10,000 |
| | X Professional Liab Included | | | | | | PERSONAL & ADV INJURY | $ | 4,500,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ | 9,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 9,000,000 |
| | OTHER | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | | | MWTB 31431920 | 10/01/2020 | 10/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ | 5,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | |
| | DED RETENTION $ | | | | | | | $ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | MWC 31431720 | 10/01/2020 | 10/01/2021 | X PER STATUTE OTH-ER | | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | | | | | | E L EACH ACCIDENT | $ | 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE - EA EMPLOYEE | $ | 2,000,000 |
| | | | | | | | E L DISEASE - POLICY LIMIT | $ | 2,000,000 |
| C | Crime | | | P-001-000194061-02 | 10/01/2020 | 10/01/2021 | Limit | | 15,000,000 |
| | | | | | | | SIR | | 250,000 |

*DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)*
Citrus County, Florida is/are included as additional insured where required by written contract with respect to general liability and auto liability. Waiver of subrogation is applicable where required by written contract. Professional Liability is included under the General Liability policy subject to the policy provisions.

**CERTIFICATE HOLDER**

Citrus County, Florida
a political subdivision of the state of Florida
3600 W Sovereign Path
Lecanto, FL 34461

**CANCELLATION**

**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
**of Marsh USA Inc.**
Manashi Mukherjee Manashi Mukherjee

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Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Old Republic Insurance Company

**AMB #: 000733** **NAIC #: 24147** **FEIN #: 250410420**

**Domiciliary Address**
631 Excel Drive Suite 200
Mt. Pleasant, Pennsylvania 15666
United States

**Web:** www.oldrepublic.com
**Phone:** 724-834-5000
**Fax:** 724-834-8204

**AM Best Rating Unit:** AMB #: 002976 - Old Republic Insurance Companies

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

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Based on AM Best's analysis, 058439 - Old Republic International Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A+ (Superior) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | May 21, 2020 |
| **Initial Rating Date:** | June 30, 1940 |

**Long-Term Issuer Credit Rating** View Definition

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| | |
|---|---|
| **Long-Term:** | aa- |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | May 21, 2020 |
| **Initial Rating Date:** | June 20, 2005 |

# AXIS Insurance Company

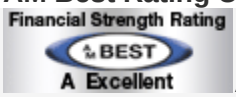
**AMB #: 013034** **NAIC #: 37273** **FEIN #: 391338397**

**Administrative Office**
11680 Great Oaks Way Suite 500
Alpharetta, Georgia 30022
United States

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Web:** www.axiscapital.com
**Phone:** 678-746-9400
**Fax:** 678-746-9420
View Additional Address Information

**AM Best Rating Unit:** AMB #: 051089 - AXIS Capital Holdings Limited




Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

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Based on AM Best's analysis, 051089 - AXIS Capital Holdings Limited is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings
**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Downgraded |
| **Effective Date:** | May 05, 2020 |
| **Initial Rating Date:** | July 11, 2006 |

**Long-Term Issuer Credit Rating** View Definition

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| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Downgraded |
| **Effective Date:** | May 05, 2020 |
| **Initial Rating Date:** | July 11, 2006 |

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

ADT, LLC, (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Samuel C Dauler, Operations Manager<br>ADT, LLC<br>32100 US Highwy 19 N<br>Palm Harbor Florida 34684-3709<br>Phone: 877-456-1787<br>Fax: 877-666-4390<br>Email: sdauler@adt.com / govtcontracts@adt.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



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**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



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**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

ADT, LLC

Signature of Witness (1)

CHRISTINE WATTS
Printed Name of Witness (1)

Signature of Witness (2)

Chelsea Wireman
Printed Name of Witness (2)

BY: _____
SAMUEL C DAULER, OPERATIONS MANAGER

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 23rd day of February, 2021, by Samuel C Dauler as ADT Operations Manager who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 23rd day of February, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Brian Vollmer
Commission No.: GG233341
Expiration Date: June 28, 2022

SEAL

BRIAN VOLLMER
MY COMMISSION # GG233341
EXPIRES: June 28, 2022

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | | |
| ADT | | | | | | | | |
| RATE is "PER DAY" | | | | | | | | |
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 1 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 1 | | N/A | | | N/A | N/A | |
| | 1 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 2 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 2 | | N/A | | | N/A | N/A | |
| | 2 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Basic | $0.60 | | | $0.60 | $0.60 | |
| | 3 | Plus | $0.70 | | | $0.70 | $0.70 | |
| | 3 | | N/A | | | N/A | N/A | |
| | 3 | | N/A | | | N/A | N/A | |

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and ADT, LLC, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

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## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Samuel C Dauler<br>Title: Operations Manager<br>Address: 32100 US Highwy 19 N<br>Palm Harbor Florida 34684-3709 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival



Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered in the presence of:

CHRISTINE WATTS
Print Name

Signature

Brian Vollmer
Print Name

Signature

ADT, LLC

By: _____
SAMUEL C DAULER

Title: OPERATIONS MANAGER

Date: 2-23-2021

Attachment: RFQ 21-003 AGENDA -ADT (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 t terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to t certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Denise Denick |
|---|---|
| Central Ridge Insurers LLC<br>5018 N Lecanto Hwy<br>Beverly Hills, FL 34465 | PHONE (A/C, No, Ext): 352-527-0110 FAX (A/C, No): 352-527-0348<br>E-MAIL ADDRESS: centralridgeins@gmail.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Scottsdale Insurance Company |
| INSURED<br>Community Angels LLC<br>1801 NW US HWY 19, SUITE 585<br>Crystal River, FL 34428 | INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | X | CPS3367114 | 05/25/2020 | 05/25/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Garage Liability | $<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

certificate holder is listed on the policy as an additional insured.

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W Sovereign Path
Lecanto, FL 34461

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denise Denick

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Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D): 03/22/2021

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Berkshire Hathaway Homestate Companies |
|---|---|
| GEICO Insurance Agency, Inc.<br>One GEICO Blvd<br>Fredericksburg, VA 22412 | PHONE (A/C. No. Ext): FAX (A/C. No): |
| | E-MAIL ADDRESS: |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| COMMUNITY ANGELS, LLC.<br>3179 W DAFFODIL DR<br>BEVERLY HILLS, FL 34465 | INSURER A: CONTINENTAL DIVIDE INSURANCE COMPANY | 35939 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 484,846 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ |
| | ☐ POLICY ☐ PRO-J ECT ☐ LOC | | | | | | GENERAL AGGREGATE | $ |
| | ☐ OTHER: | | | | | | PRODUCTS – COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY<br>☐ HIRED AUTOS ONLY<br>☒ SCHEDULED AUTOS<br>☐ NON-OWNED AUTOS ONLY | Y | | 05APG097738-01 | 03/19/2021 6:26 PM | 03/19/2022 12:01 AM | COMBINED SINGLE LIMIT (Ea accident) | $ 300,000 |
| | | | | | | | BODILY INJURY (Per person) | $ N/A |
| | | | | | | | BODILY INJURY (Per accident) | $ N/A |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ N/A |
| | | | | | | | PIP Limit - $10,000 | Covered |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | ☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)<br>☐ If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E. L. EACH ACCIDENT | $ |
| | | | | | | | E. L. DISEASE – EA EMPLOYEE | $ |
| | | | | | | | E. L. DISEASE – POLICY LIMIT | $ |
| | ☐ | | | | | | | $ |
| | | | | | | | | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named an Additional Insured on this policy.

| Year, Make, Model, VIN | Collision | Comp or Spec. Caus. | Stated Amount | Phys. Dam. Deductible | In-Tow Limit | Cargo Limit |
|---|---|---|---|---|---|---|
| 2017 CADILLAC XT5 1GYKNCRS1HZ284823 | Covered | Comp | 35,500 | 500/500 | N/A | N/A |

**CERTIFICATE HOLDER**

CITRUS COUNTY, FLORIDA
3600 W Sovereign Path
Lecanto, FL 34461

**CANCELLATION**

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

ACORD 25 (2016/03)

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M-5652 (10/2017)

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Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2020

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Brandon Camden | |
|---|---|---|
| StateFarm<br>Gigi Hunter State Farm Insurance Agency, Inc<br>20460 E Pennsylvania Ave<br>Dunnellon, FL 34432 | PHONE (A/C, No, Ext): 352-489-8900 | FAX (A/C, No): 352-489-4409 |
| | E-MAIL ADDRESS: brandon.camden.tb04@statefarm.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : State Farm Florida Insurance Company | 10739 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Community Angels LLC
905 NE 1st St
Crystal River, FL 34429

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | Fidelity Bond | | | 98-BR-C044-6 | 10/04/2017 | | | $100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

No expiration date on the bond

**CERTIFICATE HOLDER**

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

JIMMY PATRONIS
CHIEF FINANICAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 6/3/2019 **EXPIRATION DATE:** 6/2/2021

**PERSON:** ROZINA E BROOKS **EMAIL:** COMMUNITYANGELS0816@GMAIL.COM

**FEIN:** 813137676

**BUSINESS NAME AND ADDRESS:**

COMMUNITY ANGELS LLC

7449 W. GULF TO LAKE HWY, STE.6

CRYSTAL RIVER, FL 34429

**SCOPE OF BUSINESS OR TRADE:**

Domestic Workers-
Residences-Full-Time

---

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST 2021-Community Angels

# Scottsdale Insurance Company

**AMB #: 003292** **NAIC #: 41297** **FEIN #: 311024978**

**Mailing Address**
One West Nationwide Blvd 1-04-701
Columbus, Ohio 43215-2220 United States
**Web:** www.scottsdaleins.com
**Phone:** 480-365-4000
**Fax:** 866-315-1430
**AM Best Rating Unit:** AMB #: 005987 - Nationwide Group
Based on AM Best's analysis, 002358 - Nationwide Mutual Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.
**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A+ (Superior) |
| **Affiliation Code:** | r (Reinsured) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 17, 2020 |
| **Initial Rating Date:** | June 30, 1983 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | aa- (Superior) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 17, 2020 |
| **Initial Rating Date:** | May 03, 2006 |

# Continental Divide Insurance Company

**AMB #: 003770** **NAIC #: 35939** **FEIN #: 840769120**

**Administrative Office**
1314 Douglas Street Suite 1300
Omaha, Nebraska 68102 United States
**Web:** www.bhhc.com
**Phone:** 402-393-7255
**Fax:** 415-675-5542
**AM Best Rating Unit:** AMB #: 018343 - Berkshire Hathaway Homestate Companies
Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.
**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A++ (Superior) |
| **Affiliation Code:** | r (Reinsured) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 09, 2020 |
| **Initial Rating Date:** | June 30, 1979 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | aa+ (Superior) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 09, 2020 |
| **Initial Rating Date:** | April 13, 2006 |

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# State Farm Florida Insurance Company

**AMB #: 012235** **NAIC #: 10739** **FEIN #: 364261774**

**Domiciliary Address**
7401 Cypress Gardens Boulevard
Winter Haven, Florida 33888 United States
**Web:** www.statefarm.com
**Phone:** 863-318-3000
**Fax:** 309-766-4655

Based on AM Best's analysis, 002479 - State Farm Mutual Automobile Ins Co is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A- (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | August 14, 2020 |
| **Initial Rating Date:** | January 06, 1999 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a- (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | August 14, 2020 |
| **Initial Rating Date:** | June 11, 2007 |

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties:**

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Community Angels, LLC, (Contractor).

| **2.0 Designated Contact Person as to County:** | **3.0 Designated Contact Person as to Contractor:** |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Rozina E Brooks, Administrator<br>Community Angels, LLC<br>3179 W Daffodil Drive<br>Beverly Hills, Florida 34465<br>Phone: 352-794-6382<br>Fax: 352-794-3871<br>Email: communityangels0816@gmail.com |

**4.0 Notices:** All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement:** This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents:**
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.



Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.

**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.



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**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).



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**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County



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to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.

**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors,



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sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.

**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.



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**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.

**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written



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notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider



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agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.



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**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds:** If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.



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**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish



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pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during



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the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

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**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80):** As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the



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provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.

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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

COMMUNITY ANGELS, LLC

Signature of Witness (1)

James Austin
Printed Name of Witness (1)

Debby Castillo
Signature of Witness (2)

Debby Castillo
Printed Name of Witness (2)

BY: Rozina Brooks
ROZINA BROOKS, ADMINISTRATOR

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of February, 2021, by Rozina Brooks as Administrator who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 24 day of February, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: George Ann Jackson
Commission No.: GG973224
Expiration Date: April 30, 2024

SEAL

GEORGE ANN JACKSON
Commission # GG 973224
Expires April 30, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement, **but not effective until July 1, 2021 through June 30, 2024.**

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024.**



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| COMMUNITY ANGELS | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 2 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| | 3 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | N/A | N/A | N/A | N/A | | N/A |
| | 2 | N/A | N/A | N/A | N/A | | N/A |
| | 3 | N/A | N/A | N/A | N/A | | N/A |
| Companionship- CCE, HOPE, IIIB | 1 | $18.50 | | | $18.50 | $18.50 | |
| | 2 | $19.50 | | | $19.50 | $19.50 | |
| | 3 | $20.50 | | | $20.50 | $20.50 | |
| Shopping Assistance CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |



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# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and COMMUNITY ANGELS, LLC, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Rozina E Brooks<br>Title: Administrator<br>Address: 3179 W Daffodil Drive<br>Beverly Hills, Florida 34465 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick. Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

Phyllis SHERMAN
Print Name

Phyllis Sherman
Signature

Melinda Bresnahan
Print Name

Melinda Bresnahan
Signature

COMMUNITY ANGELS, LLC

By: Rozina Brooks
ROZINA BROOKS

Title: ADMINISTRATOR

Date: 2/25/21

Attachment: RFQ 21-003 AGENDA CAngels (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (
4/5/2021

**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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Angela Ransom | |
|---|---|---|
| SunSolutions Insurance<br>3327 E Silver Springs Blvd<br><br>Ocala FL 34470 | PHONE (A/C, No, Ext): 3526202389 | FAX (A/C, No): |
| | E-MAIL ADDRESS: customerservice@sunsolutionsins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : LLOYD'S SYNDICATE NUMBER 1880 | 120096 |
| INSURED<br>Errand Rides LLC<br>7256 SW 62nd Ave<br>Suite 3-104<br>OCALA FL 34476 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | Y | JUH0104564221 | 02/02/2021 | 02/02/2022 | EACH OCCURRENCE | $ 1,000, |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50, |
| | | | | | | | MED EXP (Any one person) | $ 5, |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000, |
| | | | | | | | GENERAL AGGREGATE | $ 3,000, |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ Inclu |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | Y | Y | JUH0104564221 | 02/02/2021 | 02/02/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000, |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Citrus County, Florida

3600 W Sovereign Path
Suite 266
Lecanto FL 34461

**CANCELLATION**

**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**

Angela Goudeau

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Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

**EFFECTIVE DATE:** 4/17/2020 **EXPIRATION DATE:** 4/17/2022

**PERSON:** CATHY M GUTIERREZ-BECKFORD **EMAIL:** CATHYG@ERRANDRIDES.COM

**FEIN:** 352512471

**BUSINESS NAME AND ADDRESS:**

ERRAND RIDES LLC

7256 SW 62 AVE SUITE 103-4

OCALA, FL 34476

**SCOPE OF BUSINESS OR TRADE:**

Home, Public and Traveling
Healthcare All Employees

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IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01120120 QUESTIONS? (850) 413-1609

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the Insured and WESTERN SURETY COMPANY, that instead of as originally written:

The penalty has been increased to read:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00)

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 13th day of February, 2018, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of bond No. 62446741 issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota, to Ainsley Beckford dba Errand Rides.

Signed this 13th day of February, 2018.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Vice President

Form 128-1-2015

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

# Western Surety Company

## DISHONESTY BOND

(FOR ANY TYPE OF BUSINESS)

Bond No. 62446741

In consideration of the agreed premium, Western Surety Company, a South Dakota corporation (the "Surety"), hereby agrees to indemnify Ainsley Beckford DBA Errand Rides
8372 SW 136th Place, Ocala, FL 34473
(the "Insured"), against any loss of money or other property which the Insured shall sustain or for which the Insured shall incur liability to any Customer or Subscriber of the Insured through any fraudulent or dishonest act or acts committed by any Employee or Employees of the Insured acting alone or in Collusion with others, the amount of indemnity on each of such Employees being Twenty Five Thousand and 00/100
DOLLARS ($25,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 30th day of June, 2015, standard time, at the address of the Insured above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

EXCLUSION:

SECTION 2. This bond does not apply to loss, or to that part of any loss, as the case may be, the proof of which, either as to its factual existence or as to its amount, is dependent upon an inventory computation or a profit and loss computation. In addition, the policy does not apply to the defense of any legal proceedings brought against the Insured, or to fees, costs or expenses incurred or paid by the Insured in prosecuting or defending any legal proceedings whether or not such proceedings results or would result in a loss to the Insured covered by this policy. In addition, the Company shall not be liable for any costs, fees and other expenses incurred by the Insured in establishing the existence or the amount of loss covered under this policy.

DISCOVERY PERIOD:

SECTION 3. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Insured while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 10, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Insured, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Insured in the ordinary course of the Insured's business during the term of this bond, and whom the Insured compensates by salary or wages and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 5. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE INSURED SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 6. If any natural persons shall be taken into the regular service of the Insured through merger or consolidation with some other concern, the Insured shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 7. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

Form 1432-10-2002

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 8. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Insured under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

SALVAGE:

SECTION 9. If the Insured shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Insured shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Insured, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Insured or sent by mail. Such date, if the notice be served, shall be not less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. The mailing by Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Insured upon the Surety or by the Surety upon the Insured, or sent by mail. Such date, if served by the Surety, shall be not less than ten days after such service, or if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Insured at its principal office shall be sufficient proof of notice. The Surety shall refund to the Insured the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Insured.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Insured, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Insured or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Insured or any predecessor in interest of the Insured and covering one or more of the Insured's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Insured, or by any partner or officer thereof not in collusion with such Employee, the Insured shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PART-TIME OR TEMPORARY EMPLOYEES:

SECTION 14. The named Insured shall not at any time while this bond is in force direct any temporary or part-time Employee(s) to any subscriber's premises unless such Employee(s) is accompanied by a foreman who is in the regular employ of the Insured.

SIGNED, SEALED AND DATED June 30th , 2015 .

WESTERN SURETY COMPANY

By _____
Appointed Agent of Surety

By _____
PAUL T. BRUFLAT, SENIOR VICE PRESIDENT

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

CNA SURETY

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

TO THE INSURED:

Enclosed is the FIDELITY or DISHONESTY BOND you requested. You have now taken the first step toward protecting yourself from potential losses due to embezzlement by employees.

To more completely protect yourself, you should make sure your business has the following four internal controls:

1. An ANNUAL AUDIT, preferably by someone outside the business.

2. Someone other than the bookkeeper RECONCILE THE BANK STATEMENT every month.

3. Require TWO SIGNATURES ON EVERY CHECK.

4. Require every employee to TAKE A VACATION every year.

With these controls and a bond, the likelihood of an embezzlement loss to your business is substantially reduced.

Sincerely,

Paul T. Bruflat
Senior Vice President

Enclosure

NOTICE TO INSUREDS ON DISHONESTY BONDS (FOR ANY TYPE OF BUSINESS).

**To protect you and your employees against unjustified allegations of dishonesty, the employee must be convicted before coverage will apply.**

Western Surety Company

# CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 30th day of June, 2015, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 62446741, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Ainsley Beckford DBA Errand Rides.

Signed this 30th day of June, 2015.

WESTERN SURETY COMPANY

By _____
Paul T. Bruflat, Senior Vice President

Form F7948-4-2008

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST 2021 ERRAND RIDES

# Lloyd's

**AMB #: 085202** **AIIN #: AA1122000**

**Domiciliary Address**
One Lime Street
London EC3M 7HA,
United Kingdom

**Web:** www.lloyds.com
**Phone:** 44-207-327-1000
**Fax:** 44-207-327-5211

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

## Best's Credit Ratings

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 15, 2020 |
| **Initial Rating Date:** | October 01, 1997 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a+ (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 15, 2020 |
| **Initial Rating Date:** | August 12, 2004 |

Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Errand Rides, LLC, (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Ainsley Beckford, President<br>Errand Rides, LLC<br>7256 SW 62 Ave Ste 3-104<br>Ocala, Florida 34476<br>Phone: 352-509-4447<br>Fax: 352-301-8408<br>Email: aninsleyb@errandrides.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.

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Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

ERRAND RIDES, LLC

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____
AINSLEY BECKFORD, PRESIDENT

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 2021, by _____ as _____ who is ☐ personally known to me or ☒ who produced Driver License as identification.

Witness my hand and official seal this 15th day of May, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Christina Ann Scott
Commission No.: GG 916836
Expiration Date: 01/19/2024

SEAL

Notary Public State of Florida
Christina Ann Scott
My Commission GG 916836
Expires 01/19/2024

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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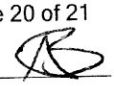

**EXHIBIT "B"**
**RFQ 21-003**
**ERRAND RIDES**
**RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE**

| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
|---|---|---|---|---|---|---|---|
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $16.75 | $16.75 | | $16.75 | $16.75 | |
| | 2 | $17.75 | $17.75 | | $17.75 | $17.75 | |
| | 3 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 2 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| | 3 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $16.75 | $16.75 | $16.75 | $16.75 | | $16.75 |
| | 2 | $17.75 | $17.75 | $17.75 | $17.75 | | $17.75 |
| | 3 | $18.75 | $18.75 | $18.75 | $18.75 | | $18.75 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| | 2 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 3 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $16.25 | | | $16.25 | $16.25 | |
| | 2 | $17.00 | | | $17.00 | $17.00 | |
| | 3 | $18.00 | | | $18.00 | $18.00 | |
| Shopping Assistance CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |



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# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and ERRAND RIDES, LLC, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



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**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



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available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



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2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Ainsley Beckford<br>Title: President<br>Address: 7256 SW 62 Ave Ste 3-104<br>Ocala, Florida 34476 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**6.3 Survival**

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

**6.4 Interpretation**

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**6.5 Successors**

This Agreement is binding on each party's legal successors.

**6.6 Indemnification**

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

**6.7 No Third Party Beneficiaries**

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered in the presence of:

Washington Smith
Print Name

Signature

SHARON SMITH
Print Name

Signature

ERRAND RIDES, LLC

By_____
AINSLEY BECKFORD

Title: President/CEO

Date: 5/18/2021



Attachment: RFQ 21-003 AGENDA ErrandRides (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 02/22/2021

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Lee Harvard | |
|---|---|---|
| B.W. Helvenston & Sons, Inc.<br>P.O. Box 818<br>100 E. Howard Street<br>Live Oak FL 32064 | PHONE (A/C, No, Ext): (386) 362-1818 | FAX (A/C, No): (386) 362-6366 |
| | E-MAIL ADDRESS: lharvard@windstream.net | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Liberty Surplus Insurance Corporation | 10725 |
| INSURED<br>Family Life Care, Inc.<br>555 Wells Road<br>Orange Park FL 32073 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | X | X | APU00176-03 | 02/10/2021 | 02/10/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ Included<br>$ 3,000,000<br>$ Included |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | APU000176-03 | 02/10/2021 | 02/10/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB / OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Professional Liability | | | APU000176-03<br>Retro Date: 2/10/07 | 02/10/2021 | 02/10/2022 | Each Claim Limit<br>Aggregate Limit | $1,000,000<br>$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract ID - RFQ 21-003

Locations: 555 Wells Road, Orange Park, FL 32073; 406 Ohio Avenue S., Live Oak, FL 32064;
4061 NW 43rd Street, Suite #10, Gainesville, FL 32606; 216B Apopka Avenue S., Inverness, FL 34452

General Liability - HIPAA Violation Each Claim: $100,000; HIPPA Violation Aggregate: $100,000

Employee Benefits Liability - Retroactive Date: 02/10/09

Deductible: $1,000 Each Claim Limit - $1,000,000; Aggregate Limit - $1,000,000

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Citrus County, Florida<br>3600 W. Sovereign Path Suite 266<br>Lecanto, Florida 34461 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br>Lee Harvard |

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Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/22/2021

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 have ADDITIONAL INSURED provisions or 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
B.W. Helvenston & Sons
P.O. Box 818
Live Oak FL 32064

CONTACT NAME: Lee Harvard
PHONE (A/C, No, Ext): (386) 362-1818 FAX (A/C, No): (386) 362-6366
E-MAIL ADDRESS: lharvard@windstream.net

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Ohio Casualty Insurance Company
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Family Life Care, Inc.
555 Wells Road
Orange Park FL 32073

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | | N / A | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Crime Protection | | | 32S615039 | 02/10/2021 | 02/10/2022 | Empl. Dishonesty | $100,000 |
| | | | | | | | Loss of Client's Prop | $100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Deductible: $2,500

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path Suite 266
Lecanto, Florida 34461

CANCELLATION

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

Lee Harvard

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Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 03/17/2021

**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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Marlena Randall |
|---|---|
| Brown & Brown of Florida, Inc.<br>P.O. Box 2412<br>Daytona Beach FL 32115-2412 | PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729<br>E-MAIL ADDRESS: marandall@bbdaytona.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Ascendant Commercial Insurance Inc. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
FAMILY LIFE CARE, INC.
555 WELLS RD
ORANGE PARK FL 32073

**COVERAGES** **CERTIFICATE NUMBER:** CL2131741353 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC767910 | 03/22/2021 | 03/22/2022 | ☒ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CERTIFICATE HOLDER ON WORKERS COMPENSATION POLICY

**CERTIFICATE HOLDER**

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE
3600 W SOVEREIGN
LECANTO FL 34461

**CANCELLATION**

**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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Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# ADDITIONAL COVERAGES

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Experience Mod Factor 1 | EXP01 | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$22,852.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | TERRIOSM COV | TEROR | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $365.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Premium discount | PDIS | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$2,646.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Safety Program | SAFTY | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | -$1,260.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | Expense constant | EXCNT | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | $160.00 |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

| Ref # | Description | Coverage Code | Form No. | Edition Date |
|---|---|---|---|---|
| | | | | |

| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
|---|---|---|---|---|---|
| | | | | | |

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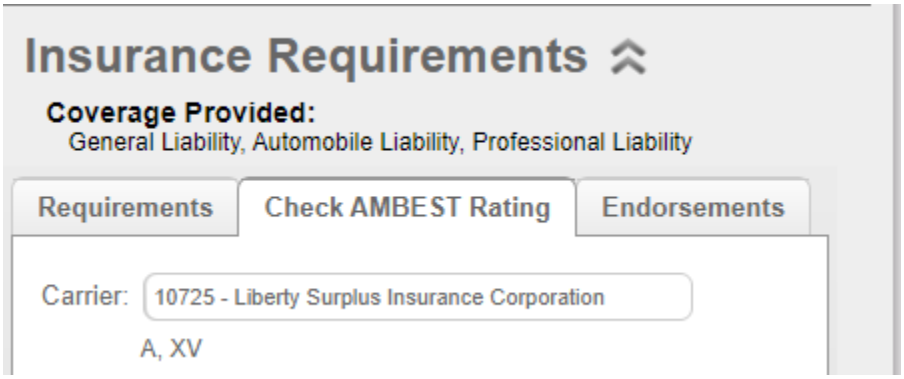
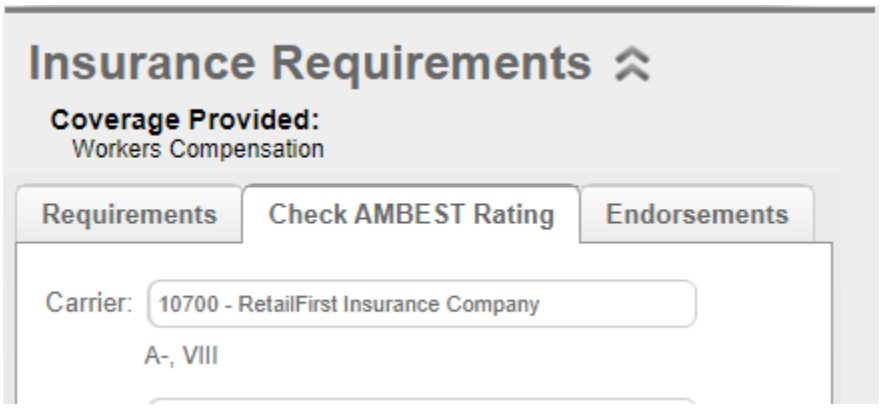
Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST Family Life Care 2/2022




Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Family Life Care, Inc., (Contractor).

**2.0 Designated Contact Person as to County**:
Joanne Granger, Director
Division of Support Services
2804 W. Marc Knighton Court
Lecanto, Florida 34461
Phone: 352-527-5900
Fax: 352-527-5908
Email: joanne.granger@citrusbocc.com

**3.0 Designated Contact Person as to Contractor**:
David B McMullen, President
Family Life Care, Inc.
555 Wells Road
Orange Park, Florida 32073
Phone: 904-579-1581
Fax: 904-375-1673
Email: dave.mcmullen@familylifecare.com

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



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**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



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**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

FAMILY LIFE CARE, INC.

Signature of Witness (1)

Sandy Penny
Printed Name of Witness (1)

Signature of Witness (2)

Kelly Seeley
Printed Name of Witness (2)

BY: _____
DAVID MCMULLEN, PRESIDENT

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 23rd day of February, 2021, by Emily Thrift as David McMullen who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 23rd day of February, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Emily Thrift
Commission No.: HH040829
Expiration Date: 9/9/2024

SEAL

EMILY THRIFT
MY COMMISSION # HH 040829
EXPIRES: September 9, 2024
Bonded Thru Notary Public Underwriters

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| FAMILY LIFE CARE | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $17.75 | $17.75 | | $17.75 | $17.75 | |
| | 2 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| | 3 | $19.75 | $19.75 | | $19.75 | $19.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $19.50 | $19.50 | | $19.50 | $19.50 | |
| | 2 | $20.50 | $20.50 | | $20.50 | $20.50 | |
| | 3 | $21.50 | $21.50 | | $21.50 | $21.50 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $17.75 | $17.75 | $17.75 | $17.75 | | $17.75 |
| | 2 | $18.75 | $18.75 | $18.75 | $18.75 | | $18.75 |
| | 3 | $19.75 | $19.75 | $19.75 | $19.75 | | $19.75 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.00 | $18.00 | $18.00 | $18.00 | | $18.00 |
| | 2 | $19.00 | $19.00 | $19.00 | $19.00 | | $19.00 |
| | 3 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $17.75 | | | $17.75 | $17.75 | |
| | 2 | $18.75 | | | $18.75 | $18.75 | |
| | 3 | $19.75 | | | $19.75 | $19.75 | |
| Shopping Assistance CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and FAMILY LIFE CARE, INC., ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing. .

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: David B McMullen<br>Title: President<br>Address: 555 Wells Road<br>Orange Park, Florida 32073 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.



Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By: _____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

Sandy Penny
Print Name

Signature

Emily Thrift
Print Name

Emily Thrift
Signature

FAMILY LIFE CARE, INC.

By: _____
DAVID MCMULLEN

Title: PRESIDENT

Date: 02/23/2021

Attachment: RFQ 21-003 AGENDA FLC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2021

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 have ADDITIONAL INSURED provisions or 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
Hylant - Toledo
811 Madison Ave.
Toledo OH 43604

CONTACT NAME:
PHONE (A/C, No, Ext): 419-255-1020 FAX (A/C, No): 419-255-7557
E-MAIL ADDRESS: toledo_hmi@hylant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Scottsdale Insurance Company | 41297 |
| INSURER B : Indian Harbor Insurance Co | 36940 |
| INSURER C : Liberty Mutual Fire Ins Co | 23035 |
| INSURER D : Gemini Insurance Company | 10833 |
| INSURER E : | |
| INSURER F : | |

INSURED GABUSIN-01
Guardian Medical Monitoring, LLC
18000 West 8 Mile Road
Southfield MI 48075

**COVERAGES** **CERTIFICATE NUMBER:** 370864486 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | Y | Y | BCS0039180 | 2/28/2021 | 2/28/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | $1M/$1M/$1M | | | | | | MED EXP (Any one person) | $ 5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Deductible | $ 10,000 |
| C | AUTOMOBILE LIABILITY | Y | Y | AS2Z51292581021 | 2/28/2021 | 2/28/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Scheduled Au Ded | $ 5,000 |
| B | UMBRELLA LIAB X OCCUR | Y | Y | SXS005368302 | 2/28/2021 | 2/28/2022 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | Y | WC2Z51292581011 | 2/28/2021 | 2/28/2022 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | | | | E L EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E L DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Errors or Omissions | | | BCS0039180 | 2/28/2021 | 2/28/2022 | E&O Each Claim | 1,000,000 |
| D | Excess Liability | | | CEX0960308203 | 2/28/2021 | 2/28/2022 | E&O Aggregate | 1,000,000 |
| | | | | | | | Excess Liab over $5m | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Deductibles include:
Bodily Injury Liability $10,000 per occurrence
Property Damage Liability $10,000 per occurrence
Personal and Advertising Injury Liability $10,000 per offense

Automobile Scheduled Autos Deductibles: Private Passenger: $1,000 Comprehensive/$1,000 Collision
All Other: $5,000 Comprehensive/$5,000 Collision
Michigan Broadened Collision/Michigan Property Protection Coverage
See Attached...

**CERTIFICATE HOLDER**

Citrus County, Florida
a political subdivision of the State of Florida
3600 W. Sovereign Path Suite 180
Lecanto FL 34461

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M
4/23/2021

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 have ADDITIONAL INSURED provisions or 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**
Hylant - Toledo
811 Madison Ave.
Toledo OH 43604

License#: 23894
GUARALA-01

**CONTACT NAME:**
**PHONE (A/C, No, Ext):** 419-255-1020 **FAX (A/C, No):** 419-255-7557
**E-MAIL ADDRESS:** Toledo-office@hylant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Casualty & Surety Co | 19038 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Guardian Medical Monitoring, LLC
18000 West 8 Mile Road
Southfield MI 48075

**COVERAGES** **CERTIFICATE NUMBER:** 102238317 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY** | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | CRIME COVERAGE | | | 106948273 | 9/5/2020 | 2/28/2022 | Employee Theft of Client Property Crime | $5,000,000 $5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Citrus County, Florida
2804 W March Knighton Court Key 2
Lecanto FL 34461

**CANCELLATION**

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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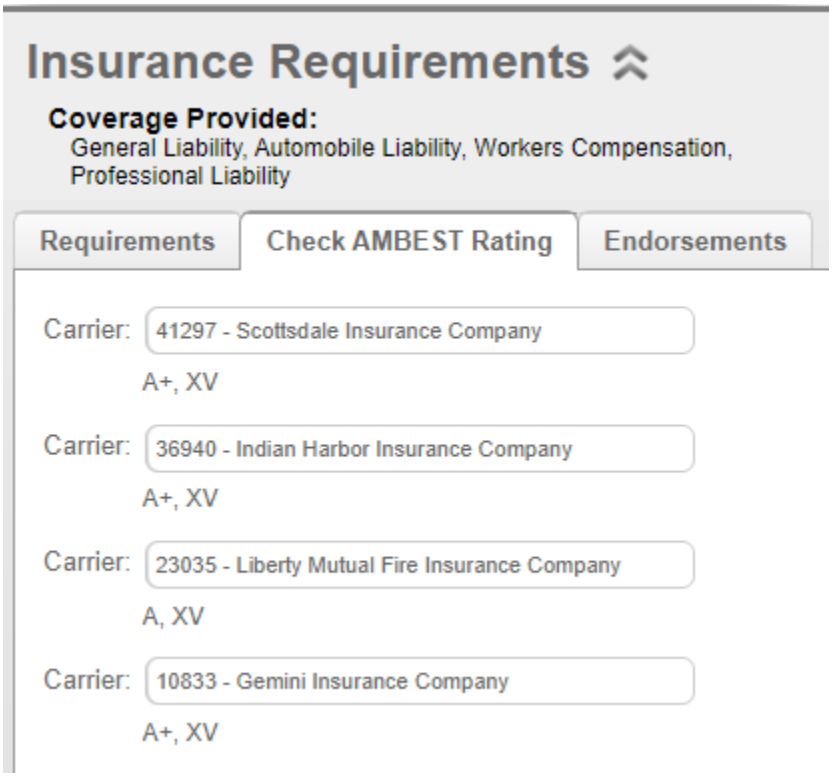
Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST Guardian MedMon 2/2022




# Travelers Casualty and Surety Company

**AMB #: 002001** **NAIC #: 19038** **FEIN #: 066033504**

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183

United States

**Web:** www.travelers.com

**Phone:** 860-277-0111

**Fax:** 860-277-7002

## Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A++ (Superior)

**Affiliation Code:** g (Group)

**Outlook (or Implication):** Stable

Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Action:** Affirmed

**Effective Date:** November 05, 2020

**Initial Rating Date:** June 30, 1922

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aa+ (Superior)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** November 05, 2020

**Initial Rating Date:** April 18, 2005

**Financial Size Category** View Definition

**Financial Size Category:** XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Guardian Medical Monitoring, LLC, (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | David Crawford, Vice President<br>Guardian Medical Monitoring, LLC<br>1189 Hypoluxo Road<br>Lantana, Florida 33462<br>Phone: 888-349-2400<br>Fax: 877-205-3621<br>Email: sf-hc@guardianalarm.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

GUARDIAN MEDICAL MONITORING, LLC

Signature of Witness (1)

Steve Anton
Printed Name of Witness (1)

Signature of Witness (2)

Marion D'Agostin
Printed Name of Witness (2)

BY: _____
DAVID CRAWFORD, VICE PRESIDENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 25th day of February, 2021, by David Crawford as Vice President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 25th day of February, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Julina A.K. Papich
Commission No.: _____
Expiration Date: 03-06-2021

JULINA A K PAPICH
Notary Public - Michigan
Wayne County
My Commission Expires Mar 6, 2021
Acting in the County of _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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| RFQ 21-003<br>GUARDIAN MEDICAL MONITORING, LLC<br>RATE is "PER DAY" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 1 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 1 | | N/A | | | N/A | N/A | |
| | 1 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 2 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 2 | | N/A | | | N/A | N/A | |
| | 2 | | N/A | | | N/A | N/A | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Landline | $0.62 | | | $0.62 | $0.62 | |
| | 3 | Cellular | $0.72 | | | $0.72 | $0.72 | |
| | 3 | | N/A | | | N/A | N/A | |
| | 3 | | N/A | | | N/A | N/A | |

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# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and GUARDIAN MEDICAL MONITORING, LLC, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



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**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



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available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



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2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: David Crawford<br>Title: Vice President<br>Address: 1189 Hypoluxo Road<br>Lantana, Florida 33462 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered in the presence of:

Steve Anton
Print Name

Signature

Marion D'Agostin
Print Name

Signature

GUARDIAN MEDICAL MONITORING, LLC

By: _____
DAVID CRAWFORD

Title: VICE PRESIDENT

Date: 02-25-2021



Attachment: RFQ 21-003 AGENDA GUARDIAN (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/3/2020

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**
Sabal Insurance Group
1000 E Broward Blvd.
Ft Lauderdale FL 33301

**CONTACT NAME:** Tina Post
**PHONE (A/C, No, Ext):** (954)828-9948 **FAX (A/C, No):** (954)828-9949
**E-MAIL ADDRESS:** Shelley - staylor@sabalinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : United Specialty Insurance Company | 12537 |
| INSURER B : Old Republic Surety Company | 40444 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Loving Care In Home Services, Inc.
7936 E. Gulf to Lake Hwy
Inverness FL 34450

**COVERAGES** **CERTIFICATE NUMBER:** 2020-21 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>X CLAIMS-MADE ☐ OCCUR<br>X Prof Liab: $1M/$3M<br>X Retro Date: 8/9/2004<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | X | | VGM19722242919-2 | 8/9/2020 | 8/9/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,0<br>$ 100,0<br>$ 10,0<br>$ 1,000,0<br>$ 3,000,0<br>$ 3,000,0 |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | X | | VGM19722242919-2 | 8/9/2020 | 8/9/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,0<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Sexual Abuse | | | VGM19722242919-2 | 8/9/2020 | 8/9/2021 | Limit / Aggregate | $250k / $25 |
| B | Crime Bond | | | OBS0492272 | 12/1/2020 | 12/1/2021 | Limit | $100,0 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Citrus County Florida is listed as additional insured and waiver of subrogation applies

**CERTIFICATE HOLDER**

Citrus County Florida
3600 W Sovereign Path
Ste 266
Lecanto, FL 34461

**CANCELLATION**

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**
Ian Norris/SDT

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Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA**
**DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF WORKERS' COMPENSATION**

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

**NON-CONSTRUCTION INDUSTRY EXEMPTION**

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law

**EFFECTIVE DATE:** 6/13/2020 **EXPIRATION DATE:** 6/13/2022

**PERSON:** ROBERT E TARR **EMAIL:** WDT11971@AOL.COM

**FEIN:** 593277919

**BUSINESS NAME AND ADDRESS:**

LOVING CARE IN HOME SERVICES, INC.

7936 E. GULF TO LAKE HWY

INVERNESS, FL 34450

**SCOPE OF BUSINESS OR TRADE:**

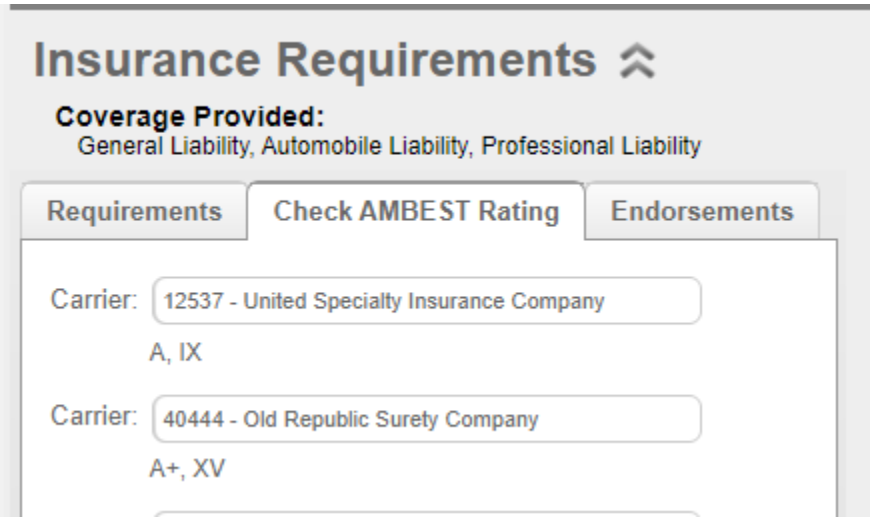
| | |
|---|---|
| Clerical Office Employees | Home, Public and Traveling |
| NOC | Healthcare All Employees |

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt li under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the busines trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certifi no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the perso named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 06-13 E01147844 QUESTIONS? (850) 413-

Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST Loving Care 8-2021




Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Loving Care in Home Services, Inc., (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Robert Tarr, Director<br>Loving Care in Home Services, Inc.<br>7936 E Gulf to Lake Hwy<br>Inverness, Florida 34450<br>Phone: 352-860-0885<br>Fax: 352-726-2864<br>Email: lc6018@aol.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements:. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

LOVING CARE IN HOME SERVICES, INC.

Signature of Witness (1)

William D Tarr
Printed Name of Witness (1)

Sandra Pearce
Signature of Witness (2)

Sandra Pearce
Printed Name of Witness (2)

BY: Robert Tarr
ROBERT TARR, DIRECTOR

STATE OF Fl
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of Feb, 2021, by Robert Tarr as _____ who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 24 day of Feb, 2021.

Official use only

Vickie M. Ward
NOTARY PUBLIC Signature
Printed Name: Vickie M Ward
Commission No.: GG 915449
Expiration Date: Sept 22 2023

SEAL

VICKIE MARIE WARD
MY COMMISSION # GG 915449
EXPIRES: September 22, 2023
Bonded Thru Notary Public Underwriters

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024.**

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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| RFQ 21-003<br>LOVING CARE IN HOME SERVICES<br>RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
|---|---|---|---|---|---|---|---|
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $18.75 | $18.75 | | $18.75 | $18.75 | |
| | 2 | $19.75 | $19.75 | | $19.75 | $19.75 | |
| | 3 | $20.75 | $20.75 | | $20.75 | $20.75 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.50 | $18.50 | $20.00 | $18.50 | | $18.50 |
| | 2 | $19.50 | $19.50 | $20.00 | $19.50 | | $19.50 |
| | 3 | $20.50 | $20.50 | $21.00 | $20.50 | | $20.50 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $18.50 | $18.50 | $20.00 | $18.50 | | $18.50 |
| | 2 | $19.50 | $19.50 | $20.00 | $19.50 | | $19.50 |
| | 3 | $20.50 | $20.50 | $21.00 | $20.50 | | $20.50 |
| Companionship- CCE, HOPE, IIIB | 1 | $18.25 | | | $18.25 | $18.25 | |
| | 2 | $19.25 | | | $19.25 | $19.25 | |
| | 3 | $20.25 | | | $20.25 | $20.25 | |
| Shopping Assistance CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

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# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and LOVING CARE IN HOME SERVICES, INC., ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



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**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other





Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

### 5.2 Termination

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

### 5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Robert Tarr<br>Title: Director<br>Address: 7936 E Gulf to Lake Hwy<br>Inverness, Florida 34450 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By: _____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

William D Thau
Print Name

Signature

Sandra Pearce
Print Name

Sandra Pearce
Signature

LOVING CARE IN HOME SERVICES, INC.

By: Robert Tarr
ROBERT TARR

Title: DIRECTOR

Date: Feb 24 2021

Attachment: RFQ 21-003 AGENDA LovingCare (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/24/2021

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 have ADDITIONAL INSURED provisions or 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**
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122
**FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | The Charter Oak Fire Insurance Company | 25615 |
| INSURER B: | The Travelers Indemnity Co. | 25658 |
| INSURER C: | Federal Insurance Company | 20281 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Personal Response Corporation
7700 N. Kendall Drive
Suite 711
Miami, FL 33156 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570086502479 **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.

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | 36069702 | 03/09/2021 | 03/09/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>Excluded |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | BA 8N891267 | 10/01/2020 | 10/01/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| C | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION | | | 78192624 | 03/09/2021 | 03/09/2022 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB0P790236 | 10/01/2020 | 10/01/2021 | X PER STATUTE / OTH-<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER**

Citrus County, Florida
a Political Subdivision of the
State of Florida
3600 W. Sovereign Path
Lecanto FL 34461 USA

**CANCELLATION**

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**

Aon Risk Services Central Inc.

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Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST Personal Response 2021

# The Travelers Indemnity Company of Connecticut

**AMB #: 002517** **NAIC #: 25682** **FEIN #: 060336212**

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183 United States
**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 860-277-7002
**AM Best Rating Unit:** AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | December 31, 1907 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | April 18, 2005 |

# The Charter Oak Fire Insurance Company

**AMB #: 002516** **NAIC #: 25615** **FEIN #: 060291290**

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183 United States
**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447
**AM Best Rating Unit:** AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | June 30, 1936 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | April 18, 2005 |

Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# The Travelers Indemnity Company

**AMB #: 002520** **NAIC #: 25658** **FEIN #: 060566050**

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183 United States
**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447
**AM Best Rating Unit:** AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | June 30, 1922 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | April 18, 2005 |

# Travelers Property Casualty Company of America

**AMB #: 004461** **NAIC #: 25674** **FEIN #: 362719165**

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183 United States
**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447
**AM Best Rating Unit:** AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | June 30, 1972 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2020 |
| **Initial Rating Date:** | April 18, 2005 |

Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Personal Response Corporation., (Contractor).

**2.0 Designated Contact Person as to County**:
Joanne Granger, Director
Division of Support Services
2804 W. Marc Knighton Court
Lecanto, Florida 34461
Phone: 352-527-5900
Fax: 352-527-5908
Email: joanne.granger@citrusbocc.com

**3.0 Designated Contact Person as to Contractor**:
Richard Brooks, Vice President
Personal Response Corporation
7700 N Kendall Drive, Suite 711
Miami, Florida 33156
Phone: 800-215-4205
Fax: 888-501-6260
Email: stategovnotices@connectamerica.com

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.

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**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority

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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

PERSONAL RESPONSE CORPORATION

Signature of Witness (1)

SANDRA J CABIN
Printed Name of Witness (1)

Signature of Witness (2)

Cathy L. Nissley
Printed Name of Witness (2)

BY: _____
RICHARD BROOKS, VICE PRESIDENT

STATE OF Pennsylvania
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2nd day of MARCH, 2021, by RICHARD BROOKS as VICE PRESIDENT who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2nd day of MARCH, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: MITCHELL P CABIN
Commission No.: 1216361
Expiration Date: AUG 19, 2022

SEAL

Commonwealth of Pennsylvania - Notary Seal
MITCHELL P CABIN - Notary Public
Montgomery County
My Commission Expires Aug 19, 2022
Commission Number 1216361

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | | |
| PERSONAL RESPONSE CORP | | | | | | | | |
| RATE is "PER DAY" | | | | | | | | |
| | YR | | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Emergency Alert Systems – CCE, HOPE, IIIB | 1 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 1 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 1 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 1 | GPS | $0.90 | | | $0.90 | $0.90 | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 2 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 2 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 2 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 2 | GPS | $0.90 | | | $0.90 | $0.90 | |
| Emergency Alert Systems – CCE, HOPE, IIIB | 3 | Landline | $0.60 | | | $0.60 | $0.60 | |
| | 3 | Cellular | $0.70 | | | $0.70 | $0.70 | |
| | 3 | Cellular w/Fall Detection | $0.80 | | | $0.80 | $0.80 | |
| | 3 | GPS | $0.90 | | | $0.90 | $0.90 | |

Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and PERSONAL RESPONSE CORPORATION, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Richard Brooks<br>Title: Vice President<br>Address: 7700 N Kendall Drive, Suite 711<br>Miami, Florida 33156 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.



Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By: _____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

SANDRA J CABIN
Print Name

Signature

Cathy L. Wissley
Print Name

Signature

PERSONAL RESPONSE CORPORATION

By: _____
RICHARD BROOKS

Title: VICE PRESIDENT

Date: 3/2/2021

Attachment: RFQ 21-003 AGENDA PersonalResponse (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 12/28/2020

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**
Partners Risk Services, LLC
10692 Medlock Bridge Road
Suite 200
Johns Creek GA 30097

**CONTACT NAME:** Rhonda Neubert
**PHONE (A/C, No, Ext):** (770)609-2700 **FAX (A/C, No):** (770)609-2749
**E-MAIL ADDRESS:** rneubert@partnersrs.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hanover Insurance Company | 22292 |
| INSURER B : Techology Insurance | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Nature Coast at Home Services Inc.
DBA: Right at Home Nature Coast
5327 Commerical Way, B105
Weeki Wachee FL 34607

**COVERAGES** **CERTIFICATE NUMBER:** CL2071420376 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | X | Y | RHAH31190900 | 7/13/2020 | 7/13/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Professional Liability | $ 1,000,0<br>$ 1,000,0<br>$ 5,0<br>$ 1,000,0<br>$ 3,000,0<br>$ 3,000,0<br>$ 1,000,0 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | RHAH31190900 | 7/13/2020 | 7/13/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,0<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | UHAH31205800 | 7/13/2020 | 7/13/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,0<br>$ 1,000,0 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | TWC3896017 | 7/13/2020 | 7/13/2021 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,0<br>$ 1,000,0<br>$ 1,000,0 |
| A | Sexual Abuse | | | RHAH31190900 | 7/13/2020 | 7/13/2021 | Each Occurrence | $1,000,0 |
| A | Employee Dishonesty | | | 880632 | 10/2/2020 | 10/2/2021 | Limit | $100,0 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Citrus County, Florida
a political subdivison of the
Sate of Florida
3600 W Sovereign Path
Lecanto, FL 34461

**CANCELLATION**

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**

J Thompson/RHONDA

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Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST 2021 RightAtHomeNC

# The Hanover Insurance Company

**AMB #: 002225** **NAIC #: 22292** **FEIN #: 135129825**

**Administrative Office**
440 Lincoln Street
Worcester, Massachusetts 01653-0002 United States
**Web:** www.hanover.com
**Phone:** 508-853-7200
**Fax:** 508-853-6332
**AM Best Rating Unit:** AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 18, 2020 |
| **Initial Rating Date:** | December 31, 1907 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a+ (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 18, 2020 |
| **Initial Rating Date:** | May 04, 2005 |

# Technology Insurance Company, Inc.

**AMB #: 011234** **NAIC #: 42376** **FEIN #: 020449082**

**Administrative Office**
59 Maiden Lane 43rd Floor
New York, New York 10038 United States
**Web:** www.amtrustfinancial.
**Phone:** 212-220-7120
**Fax:** 212-220-7130
**AM Best Rating Unit:** AMB #: 018533 - AmTrust Group
Based on AM Best's analysis, 044385 - Evergreen Parent, L.P. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A- (Excellent) |
| **Affiliation Code:** | p (Pooled) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | August 27, 2020 |
| **Initial Rating Date:** | December 15, 1997 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a- (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | August 27, 2020 |
| **Initial Rating Date:** | June 20, 2006 |

Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Nature Coast At-Home Services, Inc. dba Right at Home Nature Coast, (Contractor).

**2.0 Designated Contact Person as to County**:
Joanne Granger, Director
Division of Support Services
2804 W. Marc Knighton Court
Lecanto, Florida 34461
Phone: 352-527-5900
Fax: 352-527-5908
Email: joanne.granger@citrusbocc.com

**3.0 Designated Contact Person as to Contractor**:
Christina Blum, Owner / President
Nature Coast At-Home Services, Inc. dba Right at Home Nature Coast
5327 Commercial Way
Spring Hill, Florida 34607
Phone: 352-694-1084
Fax: 352-648-0522
Email: ChristineBlum@naturecoasthomecare.com

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



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**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



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**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

NATURE COAST AT HOME SERVICES, INC DBA RIGHT AT HOME NATURE COAST

Todd J Tuzzolino
Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: Christina Blum
CHRISTINA BLUM, PRESIDENT

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24th day of March, 2021, by Christina Blum as President of Right at Home Nature Coast who is ☐ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 24th day of March, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Linda Morse
Commission No.: GG 308399
Expiration Date: 7/6/23

SEAL

LINDA MORSE
Commission # GG 308399
Expires July 6, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B"+A2:H15 | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| RIGHT AT HOME NATURE COAST | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 2 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| | 3 | $25.00 | $25.00 | $25.00 | $25.00 | | $25.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 2 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| | 3 | $25.00 | $25.00 | $25.00 | $25.00 | | $25.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $23.00 | | | $23.00 | $23.00 | |
| | 2 | $24.00 | | | $24.00 | $24.00 | |
| | 3 | $25.00 | | | $25.00 | $25.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and NATURE COAST AT HOME SERVICES, INC dba RIGHT AT HOME NATURE COAST, ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured



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Protected Health Information has been or is reasonably believed to have been breached and any other available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Christina Blum<br>Title: Owner / President<br>Address: 5327 Commercial Way<br>Spring Hill, Florida 34607 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.



Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

### 6.3 Survival

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

_____
Clerk

Approved as to form:

_____
Denise Dymond Lyn
County Attorney

Signed, sealed and delivered
in the presence of:

Todd J Tuzzolino
Print Name

Signature

BARBARA LUCKHAM
Print Name

Signature

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Nature Coast At-Home Services, Inc. dba
Right at Home Nature Coast

By_____
CHRISTINA BLUM

Title: PRESIDENT

Date: March 24, 2021

Attachment: RFQ 21-003 AGENDA RAHNC (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2020

**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 | CONTACT NAME: Stan Shkilnyi |
|---|---|
| Akker, LLC<br>614 Overlook Park Lane<br>Lawrenceville GA 30043 | PHONE (A/C, No, Ext): 912-247-3075 FAX (A/C, No):<br>E-MAIL ADDRESS: stan@akkerins.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Everest National | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED: Staff America Inc: Staff America Health, 8960 S/W State Rd 200 #5, Ocala FL 34481

**COVERAGES** **CERTIFICATE NUMBER:** 10021 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | • COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE • OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>• POLICY PRO-JECT LOC<br>OTHER | Y | Y | 91MLN00322-201 | 7/9/2020 | 7/9/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 3,000,000<br>$ 200,000<br>$ 10,000<br>$ 3,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS SCHEDULED AUTOS<br>• HIRED AUTOS • NON-OWNED AUTOS | | | 91MLN00322-201 | 7/9/2020 | 7/9/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | • UMBRELLA LIAB • OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 91CUN05706-201 | 7/9/2020 | 7/9/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,000<br>$ 3,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER<br>E L EACH ACCIDENT<br>E L DISEASE - EA EMPLOYEE<br>E L DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Professional Liability | | | 91MLN00322-201 | 7/9/2020 | 7/9/2021 | 3,000,000/5,000,000 | |
| A | Employee Practices Liability | | | 91MLN00322-201 | 7/9/2020 | 7/9/2021 | 1,000,000/2,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida is an additional insured with respect to General Liability as required by written contract subject to all policy terms, conditions, definitions & exclusions. Waiver of subrogation with respect to General Liability.
Abuse or Molestation - 1,000,000 - Employee Benefits Liability - 1,000,000/2,000,000 - Crime/3rd Party Theft - 100,000 - Cyber Liability - 1,000,000

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 West Sovereign Path Suite 266
Lecanto FL 34461

**CANCELLATION**

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

Stanislav Shkilnyi

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Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

ANURSE- OP ID: NG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/2020

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 have ADDITIONAL INSURED provisions or 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 561-392-3300
Workers Compensation Group
P O Box 410
Boca Raton, FL 33429-0410
Dan Bova

CONTACT NAME:
PHONE (A/C, No, Ext): 561-392-3300 FAX (A/C, No): 561-361-1132
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Liability & Fire | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Staff America, Inc.
dba Staff America
8960 SW SR 200
Ocala, FL 34476

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | D | V9WC110551 | 05/16/2020 | 05/16/2021 | X PER STATUTE X OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A | | | | | | E L EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E L DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Michael Arthur Officer Excluded
*A waiver of subrogation has been requested to the carrier under workers' compensation.

**CERTIFICATE HOLDER**

CITRUSC

Citrus County, Florida
Fax:352-527-5424
3600 W. Sovereign Path #180
Lecanto, FL 34461

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

AMBEST Staff America 5-2021

# National Liability & Fire Insurance Company

**AMB #: 000481** **NAIC #: 20052** **FEIN #: 362403971**

**Administrative Office**
1314 Douglas Street Suite 1400
Omaha, Nebraska 68102-1944

United States

**Web:** www.nationalindemnity.com

**Phone:** 402-916-3000

**Fax:** 402-916-3350

View Additional Address Information

## Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A++ (Superior)

**Affiliation Code:** g (Group)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** December 09, 2020

**Initial Rating Date:** June 30, 1964

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aaa (Exceptional)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** December 09, 2020

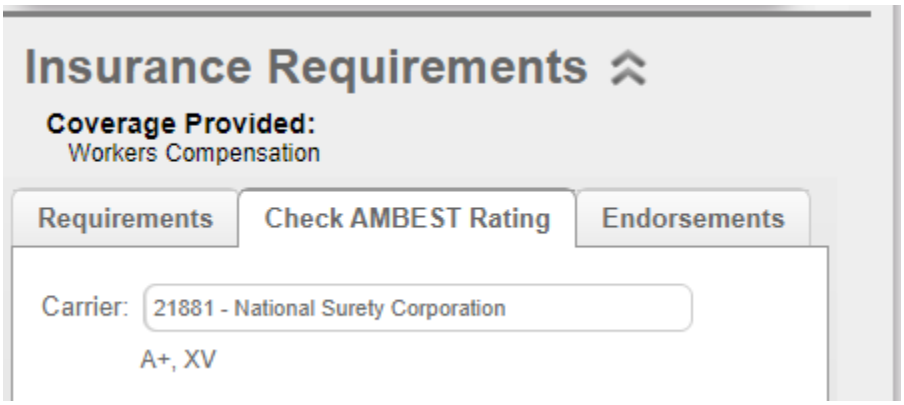
**Initial Rating Date:** May 16, 2007

**Financial Size Category** View Definition

**Financial Size Category:** XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)




# Everest National Insurance Company

**AMB #: 002799** **NAIC #: 10120** **FEIN #: 222660372**

**Mailing Address**
P.O. Box 830
Liberty Corner, New Jersey 07938-0830

United States

**Web:** www.everestnational.com

**Phone:** 908-604-3000

**Fax:** 908-604-3434

View Additional Address Information

Based on AM Best's analysis, 058455 - Everest Re Group, Ltd. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A+ (Superior)

**Affiliation Code:** g (Group)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** May 29, 2020

**Initial Rating Date:** June 14, 1993

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aa- (Superior)

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Outlook (or Implication):** Stable

**Action:** Affirmed

**Effective Date:** May 29, 2020

**Initial Rating Date:** June 17, 2005

**Financial Size Category** View Definition

**Financial Size Category:** XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Staff America Health, Inc., (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Margaret Renaud, President<br>Staff America Health, Inc.<br>8960 SW Highway 200, Ste 5<br>Ocala, Florida 34481<br>Phone: 352-432-0080<br>Fax: 352-419-6593<br>Email: mrenaud@staffamericainc.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services:** The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals **-** Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.

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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80):** As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

Elish Gabel
Signature of Witness (1)

Elish Gabel
Printed Name of Witness (1)

Signature of Witness (2)

Makayla Doherty
Printed Name of Witness (2)

STAFF AMERICA HEALTH, INC

BY: _____
MARGARET RENAUD, PRESIDENT

Jean Spaulding
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG137234
Expires 8/23/2021

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17th day of March, 2021, by Margaret Renaud as President who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 17 day of March, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Jean Spaulding
Commission No.: GG137234
Expiration Date: 8/23/2021

**SEAL**

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| STAFF AMERICA HEALTH, INC | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT) | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| | 2 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 3 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | $23.00 | $23.00 | | $23.00 | $23.00 | |
| | 2 | $24.00 | $24.00 | | $24.00 | $24.00 | |
| | 3 | $25.00 | $25.00 | | $25.00 | $25.00 | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 2 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 3 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| | 2 | $23.00 | $23.00 | $23.00 | $23.00 | | $23.00 |
| | 3 | $24.00 | $24.00 | $24.00 | $24.00 | | $24.00 |
| Companionship- CCE, HOPE, IIIB | 1 | $22.00 | | | $22.00 | $22.00 | |
| | 2 | $23.00 | | | $23.00 | $23.00 | |
| | 3 | $24.00 | | | $24.00 | $24.00 | |
| Shopping Assistance - CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | $34.00 | | | | $34.00 | $34.00 |
| | 2 | $34.00 | | | | $34.00 | $34.00 |
| | 3 | $34.00 | | | | $34.00 | $34.00 |

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and STAFF AMERICA HEALTH, INC., ("Business Associate") to facilitate compliance with the HIPAA Rules.

## RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

## Article 1
## Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other





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available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.



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## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose
Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

### 5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

### 5.2 Termination

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

### 5.3 Effect of Termination

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.





Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Margaret Renaud<br>Title: President<br>Address: 8960 SW Highway 200, Ste 5<br>Ocala, Florida 34481 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

### 6.3 Survival



Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

### 6.4 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

### 6.5 Successors

This Agreement is binding on each party's legal successors.

### 6.6 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

### 6.7 No Third Party Beneficiaries

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

Elish Gabel
Print Name

Elish Gabel
Signature

Makayla Doherty
Print Name

Signature

STAFF AMERICA HEALTH, INC

By:_____
MARGARET RENAUD

Title: PRESIDENT

Date: 03/17/2021

Attachment: RFQ 21-003 AGENDA StaffAmerica (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

E.1.a.I

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 6/9/2020

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 have ADDITIONAL INSURED provisions or 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**

insureon

Insureon (BIN Insurance Holdings LLC.)
30 N. LaSalle, 25th Floor, Chicago, IL 60602

**CONTACT NAME:**

**PHONE (A/C, No, Ext):** (800) 688-1984 **FAX (A/C, No):** 877-826-9067

**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Lloyd's of London | 15792 |
| INSURER B : | Hanover Insurance Company | 22292 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

**INSURED**

Viceroy Home Services
2412 SW 20th ct, Ocala, FL, 34471

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✓ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS<br>✓ HIRED AUTOS ✓ NON-OWNED AUTOS | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Professional Liability (Errors and Omissions) | | | W2B15B200101 | 4/28/2020 | 4/28/2021 | Occurrence/Aggregate | $1,000,000 / $3,000,00 |
| B | Fidelity Bond 3rd Party BKT | | | BDJ-H281637-00 | 6/9/2020 | 6/9/2021 | Each Occurrence | $100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named as Additional Insured as their interests may appear in regards to general and auto liability. Waiver of subrogation in favor of the certificate holder with regard to the general and auto liability coverage.

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461

**CANCELLATION**

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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Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THI CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIE BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZE REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement o this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>biBERK<br>P.O. Box 113247<br>Stamford, CT 06911 | CONTACT NAME:<br>PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613<br>E-MAIL ADDRESS: SalesSupport@biBERK.com |
| INSURED<br>Vanessa Jacques<br>Viceroy Home Services<br>2412 SW 20th Ct<br>Ocala, FL 34471 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Berkshire Hathaway Direct Insurance Company — 10391<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**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 PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | N9WC196055 | 05/15/2020 | 05/15/2021 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $100,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| | Professional Liability (Errors & Omissions): Claims-Made | | | | | | Per Occurrence/ Aggregate | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions:
Vanessa Jacques;
Additional Named Insured:Viceroy Home Services

A Waiver of Subrogation exists on this policy in favor of Citrus County, Florida as it pertains to Workers' Compenstion (see attached)

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W Sovereign Path
Ste 266
Lecanto, FL 34461

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Specific Waiver**

**Person/Organization:** Citrus County, Florida
**Job Description:** Home maker and companions
**Waiver Premium:** 100.00

| Class | State | Payroll Subject to Waiver |
|---|---|---|
| 8835 | FL | 80,000 |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Policy No. N9WC196055 Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

**WC 00 03 13**
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Berkshire Hathaway Direct Insurance Company

**AMB #: 004784** **NAIC #: 10391** **FEIN #: 510400307**

**Domiciliary Address**
1314 Douglas Street Suite 1400
Omaha, Nebraska 68102-1944 United States
**Web:** www.biberk.com
**Phone:** 402-916-3000
**Fax:** 402-916-3350
**AM Best Rating Unit:** AMB #: 004917 - National Indemnity Group
Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | r (Reinsured) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 11, 2019 |
| **Initial Rating Date:** | June 30, 1977 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aaa |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 11, 2019 |
| **Initial Rating Date:** | December 10, 2015 |

# The Hanover Insurance Company

**AMB #: 002225** **NAIC #: 22292** **FEIN #: 135129825**

**Administrative Office**
440 Lincoln Street
Worcester, Massachusetts 01653-0002 United States
**Web:** www.hanover.com
**Phone:** 508-853-7200
**Fax:** 508-853-6332
**AM Best Rating Unit:** AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 13, 2019 |
| **Initial Rating Date:** | December 31, 1907 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Upgraded |
| **Effective Date:** | June 13, 2019 |
| **Initial Rating Date:** | May 04, 2005 |

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# Lloyd's

**AMB #: 085202** **AIIN #: AA1122000**

**Domiciliary Address**
One Lime Street
London EC3M 7HA, United Kingdom
**Web:** www.lloyds.com
**Phone:** 44-207-327-1000
**Fax:** 44-207-327-5211

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 10, 2019 |
| **Initial Rating Date:** | October 01, 1997 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | July 10, 2019 |
| **Initial Rating Date:** | August 12, 2004 |

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

# SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Viceroy Home Health, LLC, (Contractor).

| **2.0 Designated Contact Person as to County**: | **3.0 Designated Contact Person as to Contractor**: |
|---|---|
| Joanne Granger, Director<br>Division of Support Services<br>2804 W. Marc Knighton Court<br>Lecanto, Florida 34461<br>Phone: 352-527-5900<br>Fax: 352-527-5908<br>Email: joanne.granger@citrusbocc.com | Vanessa Jacques, Owner<br>Viceroy Home Health, LLC<br>2945 NE 3rd Street<br>Ocala, Florida 34470<br>Phone: 352-281-6727<br>Fax: None<br>Email: viceroyhealthservices@gmail.com |

**4.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**5.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Request for Qualifications, (4) provisions of Contractor's Proposal, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**6.0 Agreement Documents**:
1. Exhibit A – Scope of Services
2. Exhibit B – Compensation

**7.0 Terms of Agreement and Commencement of Services**: The duration of the Agreement shall be for three (3) years from the date for the Department of Elder Affairs (DOEA) General Revenue (GR) CCE, ADI, HCE and HOPE and programs that begin July 1, 2021. The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 with the option to renew for an additional three-year period. The date that Provider shall commence the provision of Services shall be the date on which Provider receives a Purchase Order and a Notice to Proceed.



Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**8.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**9.0 Services Provided by Contractor:** Provider shall provide services in accordance with the Scope of Services attached hereto as Exhibit "A". If County identifies any additional Services to be provided by Provider that are not covered under the original Agreement, such additional services shall be made part of this Agreement by a written Amendment.

**10.0 Responsibilities of County and Provider**

**10.1 County**: County shall provide Provider all pertinent data, criteria, information, and any other available data that is required by Provider to perform its Services. Provider shall be entitled to rely on any and all information provided pursuant to this provision. The County shall review Provider's work thoroughly and promptly, provide direction as necessary, and, if the County at any time becomes aware of any defect, shall give notice of such defect in the Services provided. County shall provide access to the Project site, if required. The County shall be responsible for all costs associated with providing source documents to Provider.

**10.2 Provider:**

**10.2.1** Provider shall satisfy itself as to the accuracy and completeness of all pertinent data, criteria, and information given by County prior to performing or furnishing services under this Agreement. If deficiencies in Provider's Services are discovered, Provider shall correct any such deficiencies without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in County-furnished information.

**10.2.2** Provider shall perform the services under this Agreement in a proper and satisfactory manner as determined by County. Any and all equipment, products, materials and labor necessary to perform the services, or requirements as further stated herein, shall be supplied by Provider.

**10.2.3** Provider must comply with client confidentiality requirements as established by state regulations, the Health Insurance Portability and Accountability Act (HIPAA) and DOEA Program and Services Handbook. The applicant must provide operational and implementation measures within its own health care community to encourage voluntary compliance with the Privacy Rule requirements. These requirements state that no identifiable information about an older person or that obtained from an older person by a service provider be disclosed in a form that identifies the person without the informed, written or documented oral consent of the person or of his or her legal representative.

**10.2.4** Provider shall supervise its employees in performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the attachments to this Agreement.

**10.2.5** Provider agrees that all employees scheduled from their office will report to the Provider's office by phone or by other electronic means on their first assignment to a client's home to confirm service provision.

**10.2.6** Provider shall provide services to County's designated clients.



Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

**10.2.7** Service provided by the Provider's employee will be specified on the service form required by County, unless using an approved electronic verification system. The plan of service written by the County's Case Manager and designated time of service must be adhered to.

**10.2.8** Provider will be responsible for scheduling their employees to deliver services when assigned.. Service is to be delivered on the day and time scheduled unless changed with prior approval by the County or the client. It is important that changes in the schedule or assigned worker be kept to a minimum. Any additional hours needed in the case of an emergency must be approved by the County. However, County reserves the right to request a change in staff when it appears to be in the best interest of the client

**10.2.9** The County will notify Provider of all new clients, and Provider shall begin service within three (3) days, unless delayed at the request of the client.

**10.2.10** Provider will notify County in the event of refusal of service by the client. Refusal of service by the client must be reported to the County on the day on which it occurs.

**10.2.11** If Provider fails to provide service to a client on the day scheduled, or within the week of scheduled service, it will be considered as a missed service. Missed services must be documented and reported to the county at a minimum weekly.

**10.2.12** Adult Protective Services Referrals - Adult Protective Services (APS) referrals that are identified as high-risk are considered first priority. Provider will inform County within 2 hours of referral if Provider cannot staff service. All APS referrals must be served within forty-eight (48) hours. When the client has been served, the information must be provided immediately to the County.

**10.2.12.1** If Provider fails to provide service to a client on the day, they must notify the County immediately.

**10.3 Provider's Personnel:**

**10.3.1** Provider's employees who provide service to the County's clients must be qualified to perform the position's duties, and before providing the service, furnish proof to County that the following State of Florida, Department of Elder Affairs checks have been done in accordance to all State and Federal Regulations:

**10.3.1.1** Abuse Registry Background Check

**10.3.1.2** Section 430.0402 and Chapter 435, Florida Statutes, governing background screening. Any person who meets the definition of a "direct service provider" and who is providing services to the elderly pursuant to a program administered by the Department must receive a level 2 background screen through the Department of Elder Affairs. A direct service provider is defined as "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client or has access to the client's living areas or to the client's funds or personal property or personal identification information as defined in F.S. 817.568, Florida Statutes. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Florida Statutes, Background investigations shall be performed by an accredited Federal or State Law Enforcement agency, or a licensed bonded company whose main business is to perform criminal background investigations.

**10.3.1.3** Affidavit of Good Moral Character

**10.3.2** Pre-service training shall be provided by the Provider and must include an orientation of the total County program, its rules, regulations and policies. Employees must be scheduled regularly for in-service training, pursuant to the training program outlined and provided in the Provider's Statement of Qualifications. Training expenses are the responsibility of the Provider. Training documentation will be provided annually to the County for monitoring.

**10.3.3** Prior training hours may be substituted for all or part of the required hours of pre-service training at the discretion of the County.



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**10.3.4** Provider personnel will be supervised in the performance of scheduled services in accordance with the Department Of Elder Affairs guidelines, as set forth in the Scope of Services that is attached to the Request of Qualifications.

**10.3.5** Department of Elder Affairs Background Screening requirements and Affidavit of Compliance must be sent to the County annually for the duration of the contract period. http://elderaffairs.state.fl.us/doea/backgroundscreening.php.

**11.0 Compensation to Provider:** Compensation to be paid to Provider for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Provider is not guaranteed a specific total dollar amount and the negotiated unit rate is guaranteed for the initial period of the agreement. Under no conditions will the County compensate the Provider for any clients other than those referred and scheduled by County's Staff.

**11.1** If the County identifies, or the Provider recommends, any additional Services to be performed by the Provider that result in additional fees, such additional fees shall be mutually negotiated between County and Provider and be made a part of this Agreement by a written Amendment. Any change in fees shall be authorized by a formal Amendment to the Agreement. Mileage and cancelled visits are considered part of the Compensation in 11.0 and will not be reimbursed separately.

**12.0 Payment of Payment Requests:**

**12.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per week, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number (if assigned), a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected. (note: These services are exempt from PO by Administrative Regulation)

**12.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**12.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**12.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.



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**12.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order may also be issued to Contractor for the purpose of facilitating payment to Contractor.(note: These services are exempt from Purchase Order).

**12.6 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**12.7 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**13.0 Warranties:**

**13.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**13.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against hardware, software and related installation for a minimum period of three (3) years and hardware and software maintenance and support for a period of five (5) years from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**13.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**13.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**14.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the public records that are exempt or confidential and exempt



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from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**15.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**15.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**15.2 Commercial General Liability:** Provider must obtain an occurrence form policy in limits not less than $1,000,000 per occurrence and a $2,000,000 aggregate.

**15.3 Automobile Liability:** Provider must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**15.4 Workers Compensation and Employer's Liability**:

**15.4.1** Provider must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**15.4.2** For any officer of a Provider that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that provider/employer/owner's employees. If the provider/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the provider/employer/owner.



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**15.4.3** The purpose of this section is to ensure that all Providers, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**15.5 Business Service Bond or Employee Dishonesty Insurance Policy**

**15.5.1** Provider shall be required to obtain a Business Service Bond or an Employee's Dishonesty Insurance policy in the amount of not less than $100,000. Surety company executing the bond must be authorized to transact business in the State of Florida.

**15.5.2** Provider shall be required to obtain a Business Service Bond in the amount of no less than $100,000. Surety Company executing the bond must be authorized to transact business in the State of Florida. Attorney in-Fact who signs the bond must file with each bond a certified and effective date copy of their Power of Attorney.

**15.5.3** The bond shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the bonding company(s) shall comply with the County's standard of A.M. Best's Rating of A- or better. The Successful Respondent(s) is responsible for recording this bond in the public records of Citrus County and delivering a receipt from the Clerk of the Circuit Court for recording of the bond to the Owner along with two certified copies of the bond. The Owner shall then submit a certified copy of the bond to Citrus County Commission Records.

**15.6 Other Insurance Provisions:**

**15.6.1** Provider shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior and provide evidence of a tail or continuous of coverage for three (3) years after the term of the Agreement. provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**15.6.2** The project's proposal number shall be noted on the certificate.

**15.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**15.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**15.6.5** Provider's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Provider's insurance and shall be non-contributory.

**15.6.6** For General Liability, Automobile Liability and Workers Compensation policies of insurance: Provider, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.



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**15.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**15.6.8** It is Provider's responsibility to insure that all subcontractors comply with these insurance requirements. Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**15.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**15.6.10** All Certificates must show that the Provider's policies have been endorsed per the requirements.

**15.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Provider requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95** per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Provider's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Provider will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Provider's agent(s). This is a yearly requirement for the duration of the Agreement.

**16.0 Indemnification:** Provider shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Provider, its sub-consultants, sub-contractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Provider nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Provider shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Provider under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**17.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Provider shall proceed with the performance of any changes in the Services so ordered by County unless Provider believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Provider shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Provider shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**18.0 Termination of Agreement:** This agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Provider only for the satisfactorily completed or partially completed Services up to the date of termination. Provider shall not be entitled to recover any loss of anticipated profit.



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**19.0 Suspension of Services:** County may, in its sole discretion, suspend any or all Services under the Agreement, at any time, when in the best interest of the County. County shall provide Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. Upon receiving a notice of suspension, Provider shall immediately comply with the notice, stopping all work in-progress and not perform any further Services. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Provider, County shall either issue a notice authorizing resumption of the Services, at which time activity shall resume, or terminate the Agreement. In the event of suspension, County will be responsible for compensating Provider only for Services satisfactorily performed pursuant to the Agreement up to the date of suspension. Suspension of the Services shall not entitle Provider to any loss of anticipated profit under this provision.

**20.0 Additional Terms and Conditions:**

**20.1 Advertising:** Subject to Chapter 119, Florida Statutes, Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Provider's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**20.2 Assignment:** Neither County nor Provider shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Provider remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**20.3 Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117):** As a condition of the Contract, Provider assures that it and any sub-contractors will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**20.4 Bankruptcy or Insolvency**: Provider shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Provider or any of its sub-consultants or sub-contractors who are involved in the provision of the Services under this Agreement.

**20.5 Certification regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans, and Cooperative Agreement:**

**20.5.1** The Provider and any Subcontractors of services under this contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

**20.5.2** Management Information Systems used by the Provider, Subcontractors, or any outside entity on which the Provider is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Providers will take immediate action to assure data integrity.

**20.5.3** If this contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Provider (represented by the



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undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

**20.5.4** In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Provider agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

**20.5.5** The Provider and any Subcontractors of services under this contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

**20.6 Certification regarding inspection of Public Records:**

**20.6.1** In addition to the requirements of sections, 10.1, 10.2 of the Standard Contract, and 119.0701 (3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by Section 119.0701 (4), F.S., and the Department is named in the civil action, Provider agrees to indemnify and hold harmless the Department for any costs incurred by the Department, and any attorneys' fees assessed or awarded against the Department from a Public Records Request made pursuant to Chapter 119, F.S., concerning this contract or services performed thereunder.

**20.6.1.1** Notwithstanding Section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Department and state agencies or subdivisions defined in Section 768.28(2), F.S.

**20.6.2** Section 119.01 (3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

**20.7 Certification Regarding Lobbying-Certification for Contracts, Grants, Loans, and Cooperative Agreements:** The undersigned Provider certifies, to the best of its knowledge and belief, that:

**20.7.1** 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 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.

**20.7.2** 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 agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form — LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**20.7.3** This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

**20.8 Compliance with Laws:** Provider shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United



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States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Inspector General and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**20.8.1 Inspector General:** Provider agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

**20.9 Conflict of Interest:** Provider covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Provider, and its sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Provider or its sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Provider, and its sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**20.10 Correction of Services:** Provider shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Provider shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other Provider's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Provider's expense. If Provider does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Provider.

**20.11 County and State Funds**: If sufficient funding is not available for Provider to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Provider's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Provider may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**20.12 Debarment:** Provider certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**20.13 Discriminatory Vendor:** Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not



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submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**20.14 Disposal of Wastes:** Provider shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Provider shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Provider agrees that County has the right to reject, for any reason, Provider's use of any particular disposal facility.

**20.15 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Provider. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Provider. The decision shall be final and conclusive.

**20.16 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

**20.17 Drug Free Workplace:** Provider certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**20.18 Employees, Sub-consultants, Sub-Contractors and Agents:** All Provider employees, sub-consultants, sub-contractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Provider shall furnish a copy of licenses, certifications or other proof of qualification. All employees, sub-consultants, sub-contractors, or agents of Provider must comply with all security and administrative requirements of County. County may conduct, and Provider shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, sub-contractor, or agent of Provider. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, sub-contractor, or agent of Provider for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Provider of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Provider's employees, sub-consultants, sub-contractors, or agents. County shall have the right to review and approve any sub-consultants or sub-contractors that are utilized by Provider in the performance of their Services. Provider shall be fully responsible to County for the acts and omissions of its sub-consultants and sub-contractors, and persons directly or indirectly employed by them. It is Provider's responsibility to ensure that its sub-consultants and sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**20.19 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Provider is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**20.20 Equal Employment Opportunity:** Provider shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title



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49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Provider shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-contractors as the State of Florida Department of Elder Affairs, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Provider. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contractors entered into by Provider. Sub-contracts entered into by Provider shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Provider shall insert in its sub-contracts a clause requiring sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Provider shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-contractors is NOT allowed.

**20.21 E-Verification System:** Provider shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Provider during the contract term to perform any duties within Florida, and; (2) all persons, including sub-consultants and sub-contractors, assigned by Provider to perform work pursuant to this Agreement. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**20.22 Force Majeure Event:** Provider shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**20.23 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**20.24 Governmental Restrictions:** If Provider believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Provider shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

**20.25 Immigration and Nationality Act:** Provider shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Provider who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Provider knowingly employs unauthorized aliens.

**20.26 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Provider, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Provider's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Provider's Service, and shall not relieve Provider



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from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Provider's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Provider shall at all times during the Agreement term remain responsive and responsible. Provider must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Provider for the performance of the provision of the Services covered under the Agreement. If County determines that Provider does not meet these qualifying conditions, or that the Services proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Provider is not relieved from fulfilling all Agreement requirements. Provider shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Provider will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Provider as the Provider's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Provider and all communications given to the supervisor or superintendent shall be as binding as if given directly to Provider. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Provider's Services.

**20.27 Lawful Claims and Demands:** Should any outstanding claims by sub-contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Provider, Provider will indemnify and save County harmless from such claims. Acceptance by Provider of payment shall be and shall operate as a release to County of all claims and all liabilities to Provider, other than claims in stated amounts as may be specifically excepted by Provider for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, however final or otherwise, shall not release Provider or its sureties from any obligations under the Agreement.

**20.28 Lobbying:** Provider shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

**20.29 Local Preference / Workforce Labor:** County believes that the hiring of workforce labor by Providers to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Provider will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Provider's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Provider in hiring assistance.

**20.30 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Provider shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**20.31 Non-Collusion:** Provider agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Provider intends to do the work with its own bonafide employees or sub-contractors and has not provided a Proposal for the benefit of another Provider. Furthermore, Provider certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority



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and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

**20.32 Non Discrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**: As a condition of the Contract, Provider assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws.

**20.32.1** Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.

**20.32.2** Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.3** Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.4** The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.5** Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

**20.32.6** The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

**20.32.7** Provider also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Provider's operation of the WIA Title I — financially assisted program or activity, and to all contracts, Provider makes to carry out the WIA Title I — financially assisted program or activity. Provider understands that the AAA, DOEA and the United States have the right to seek judicial enforcement of the assurance.

**20.33 Project Site Conditions:** Provider shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.



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**20.34 Protection of Persons:** Provider will be responsible for the safety of its employees and the employees of its sub-consultants and sub-contractors, during the provision of their Services. Provider will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Provider shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Provider employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**20.35 Public Entity Crime:** Pursuant to 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or Provider under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**20.36 Records and Documentation:** Contractor agrees to make available to County, AAA or DoEA staff and/or any party designated by the County, AAA or DoEA any and all contract related records and documentation. Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the County, AAA or DoEA. Maintenance includes valid exports and backups of all data and systems according to Department standards.

**20.37 Relationship**: Provider is an independent Provider to County in performing its Services under this Agreement and is not an employee, agent, joint venture, or partner of County.

**20.38 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Provider.

**20.39 Schedules, Reports and Records:** Provider shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Provider's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Provider, as they relate to the Agreement, shall be retained by Provider for a period of six (6) years from the date of final payment under the Agreement.

**20.40 Scrutinized Companies:** Provider certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Provider further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Provider.

**20.41 Security and Confidentiality**: Provider shall comply fully with all security procedures of County in the performance of the Agreement. Provider shall not divulge to third parties any information obtained by Provider or its agents, sub-consultants, sub-contractors, officers or employees in the course of the provision of the Services without written consent of County. However, Provider shall be permitted to release information to third parties if such information is publicly available through no fault of Provider, information that Provider developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Provider shall take appropriate steps as to its personnel, agents, sub-consultants and sub-contractors. The warranties of this paragraph shall survive the Agreement.



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**20.42 Severability**: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**20.43 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**20.44 Taxes:** Provider shall pay all sales, consumer, use and other similar taxes required to be paid by Provider in accordance with the laws and regulations of the State of Florida, which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Provider or for any taxes levied on Provider's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

**20.45 Waiver**: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**21.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

VICEROY HOME HEALTH, LLC

Signature of Witness (1)

Lisa A. Camacho
Printed Name of Witness (1)

Cynthia Blanton
Signature of Witness (2)

Cynthia Blanton
Printed Name of Witness (2)

BY: _____
VANESSA JACQUES, OWNER

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 26 day of April, 2021, by Vanessa Jacques as Owner who is ☐ personally known to me or ☑ who produced Florida Drivers License as identification.

Witness my hand and official seal this 26 day of April, 2021.

Official use only

Gary L. Thornton
NOTARY PUBLIC Signature
Printed Name: Gary L. Thornton
Commission No.: HH-39511
Expiration Date: 09-03-2024

SEAL

GARY L THORNTON
Notary Public - State of Florida
Commission # HH 039511
My Comm. Expires Sep 3, 2024
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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Exhibit "A"
SCOPE OF SERVICES
**IN HOME HEALTH SERVICE PROGRAMS PRE-QUALIFICATION**

Support Services (SS) serves as a visible focal point as the lead agency for the County to foster the development of coordinated and comprehensive services for older individuals. SS works with federal, state, and local officials; elderly constituents; service providers and the volunteer sector to coordinate existing services and stimulate new ones. SS's core value is to assure home and community-based service delivery system is *Client-centered* and *Client-driven*, which means that older Clients and their families must play a substantial role in shaping the services they receive. One of the hallmarks of a Client-driven service delivery system is the existence of an effective method of assurance that the Client's care plan is completely based on the needs of the Client without consideration of the organizational interests of the provider supporting Client choice of service providers. Basically, it will provide for clients choice, lowest cost, and best service to its Clients.

SS's vision for service and delivery system is to deliver the best value services to the client, while maintaining public trust and fulfilling the public policy objectives of the program. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the system. The result is a system that works better and costs less.

**1. Implementing the System**

SS has designed and implemented a system to serve elders with potentially multiple registered service providers to deliver direct in-home services under various SS programs. This Client-driven service delivery system will provide for unfettered client choice of service providers, utilizing SS policies and procedures.

Case managers employed by the SS have been trained and instructed to order services from eligible prospective providers on the basis of (1) client choice and (2) best value. Under this client choice component, clients will be provided comparative information about each of the prospective providers for a particular service. When clients express no preference of providers, the case manager will attempt to assign to the lowest cost registered service provider of that service.

**2. Contracting Procedure**

Prospective applicants will submit applications describing their qualifications to the County. The In Home service application format serves as a uniform framework through which a prospective eligible provider presents its credentials and experience as well as proposed unit rates for the services it intends to provide. Prequalification Applications received in the manner prescribed in this RFQ, and containing all of the required elements, will be reviewed by the County, and following the review and acceptance of the applications, the County will conduct negotiations with qualified applicants.

The County reserves the right to reject any or all applications submitted in response to this RFQ when it deems that such action is in the best interest of the program. SS will reserve the right to enter into sole source negotiations in those situations where it is in the best interest of the program or it deems that the response is insufficient to assure continuity of service to existing clients.

County reserves the right to contract with multiple providers with the option to add new providers at any time.

**3. Contract Term**

General Revenue (GR) CCE, ADI, HCE and HOPE programs begins July 1, 2021 and ends June 30, 2024.

The contract term for the CCE, ADI, and HOPE Programs will be from the date that the Parties have executed the Agreement**, but not effective until July 1, 2021 through June 30, 2024**.

The Older Americans Act (OAA) IIIB and IIIE programs begins January 1, 2022 and ends December 31, 2024,

The contract term for the Older Americans Act (OAA) Title IIIB & Title IIIE Programs will be from the date that the Parties have executed the Agreement, but not effective until January 1, 2022 **through December 31, 2024**.



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Contract may be renewed for one additional three-year period upon a written mutual Amendment to the Agreement.

**4. Qualifications and Minimum Standards**

Support Services (SS) has adopted minimum service standards for those services to be funded under the IN HOME Health Services program. These minimum standards are to be utilized in the provision and monitoring of service delivery to assure quality of service. Services must be delivered in such a manner as to be effective, efficient, economical, and safe. Service standards are outlined in the Department of Elder Affairs (DOEA) Programs and Services Handbook.

In Home Services:

Refer to the DOEA Programs and Services Handbook for full descriptions located at

www.elderaffairs.state.fl.us

- Homemaker (housekeeping tasks)
- Personal Care (assisting functionally impaired elder with bathing, dressing, and eating)
- Companionship (visiting a client who is socially and/or geographically isolated for the purposes of relieving loneliness and providing social contact)
- Emergency Alert Response Services (community based emergency alert response systems)
- Shopping Assistance (in-store shopping and unloading groceries in-home)
- Respite Care (relieving a caregiver for a specified period of time, without personal care)
- Respite Care (relieving a caregiver for a specified period of time, with personal care)
  - Note: Respite needs two different rates.

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| EXHIBIT "B" | | | | | | | |
|---|---|---|---|---|---|---|---|
| RFQ 21-003 | | | | | | | |
| VICEROY HOME HEALTH, LLC | | | | | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | | | | | |
| | YR | CCE | HCE | ADI | HOPE | Title IIIB | Title IIIE |
| Chore Services- CCE, HCE, HOPE, IIIB (COST REIMBURSEMENT OR RATE PER HOUR) | 1 | $19.00 | $19.00 | | $19.00 | $19.00 | |
| | 2 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 3 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| Homemaker- CCE, HCE, HOPE, IIIB | 1 | $20.00 | $20.00 | | $20.00 | $20.00 | |
| | 2 | $21.00 | $21.00 | | $21.00 | $21.00 | |
| | 3 | $22.00 | $22.00 | | $22.00 | $22.00 | |
| Personal Care CCE, HCE, HOPE, IIIB | 1 | N/A | N/A | | N/A | N/A | |
| | 2 | N/A | N/A | | N/A | N/A | |
| | 3 | N/A | N/A | | N/A | N/A | |
| Respite Care without Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | $20.00 | $20.00 | $20.00 | $20.00 | | $20.00 |
| | 2 | $21.00 | $21.00 | $21.00 | $21.00 | | $21.00 |
| | 3 | $22.00 | $22.00 | $22.00 | $22.00 | | $22.00 |
| Respite Care with Personal Care - CCE, HCE, ADI, HOPE, IIIE | 1 | N/A | N/A | N/A | N/A | | N/A |
| | 2 | N/A | N/A | N/A | N/A | | N/A |
| | 3 | N/A | N/A | N/A | N/A | | N/A |
| Companionship- CCE, HOPE, IIIB | 1 | $20.00 | | | $20.00 | $20.00 | |
| | 2 | $21.00 | | | $21.00 | $21.00 | |
| | 3 | $22.00 | | | $22.00 | $22.00 | |
| Shopping Assistance CCE, IIIB, IIIE (RATE IS PER ROUND TRIP) | 1 | N/A | | | | N/A | N/A |
| | 2 | N/A | | | | N/A | N/A |
| | 3 | N/A | | | | N/A | N/A |

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-Home Health Services)

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is being entered into this ____ day of _____, 2021, by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("Covered Entity") and VICEROY HOME HEALTH, LLC., ("Business Associate") to facilitate compliance with the HIPAA Rules.

### RECITALS

**WHEREAS,** Covered Entity has engaged Business Associate to perform services or provide goods, or both; and

**WHEREAS,** Covered Entity possesses Protected Health Information that is protected under HIPAA and HIPAA Rules, and is permitted to use or disclose such information only in accordance with HIPAA and HIPAA Rules; and

**WHEREAS,** Business Associate may receive such information from Covered Entity, or create and receive such information on behalf of Covered Entity, in order to perform certain services or provide certain goods, or both; and

**WHEREAS,** Covered Entity desires to ensure that Business Associate will appropriately safeguard Protected Health Information.

**NOW, THEREFORE,** Covered Entity and Business Associate agree as follows:

### Article 1
### Definitions

The parties agree that the following terms, when used in this Agreement, shall have the following meanings, provided that the terms set forth below shall be deemed to be modified to reflect any changes made to such terms from time to time as defined in HIPAA and HIPAA Rules. Terms used, but not otherwise defined in this Agreement, have the same meaning as those terms in the HIPAA Rules.

**Business Associate**: means the person or entity described in the first paragraph of this Agreement.

**CFR:** means the Code of Federal Regulations.

**Covered Entity:** means all of the Health Plans maintained by Plan Sponsor.

**Designated Record Set:** has the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

**Electronic Health Record:** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

**HIPAA:** means the Health Insurance Portability and Accountability Act of 1996.

**HIPAA Rules:** means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

**HITECH Amendment:** means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

**Individual:** has the same meaning as the term "individual" in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

**Plan Sponsor:** means Citrus County.

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

**Protected Health Information:** has the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**Required By Law:** has the same meaning as the term "required by law" in 45 CFR 164.103.

**Secretary:** means the Secretary of the Department of Health and Human Services or his/her designee.

**Security Incident:** has the same meaning as the term "Security Incident" in 45 CFR 164.304.

## Article 2
## Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates including, but not limited to, the following:

(a) Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules;

(b) Business Associate shall train its workforce regarding the HIPAA Rules;

(c) Business Associate shall enter into a privacy/security agreement with Covered Entity;

(d) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and

(e) Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within ten (10) calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or is reasonably believed to have been breached and any other

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

available information in Business Associate's possession which the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408, or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

## Article 3
## Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

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## Article 4
## Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

## Article 5
## Term and Termination

**5.1 Term**

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. This Agreement shall be effective upon its full execution and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

**5.2 Termination**

Covered Entity may terminate this Agreement if:

(a) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA or the HIPAA Rules;

(b) A finding or stipulation that Business Associate has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined;

(c) Covered Entity determines that Business Associate has violated a material term of the Agreement. In such an event, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

**5.3 Effect of Termination**

(a) Except as provided in subparagraph (b) upon termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.



Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

## Article 6
## Miscellaneous

### 6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

| Covered Entity: | Business Associate: |
|---|---|
| Contact: Joanne Granger,<br>Title: Director of Support Services<br>Address: 2804 W. Marc Knighton Court<br>Lecanto, Florida 34461 | Contact: Vanessa Jacques<br>Title: Owner<br>Address: 2945 NE 3rd Street<br>Ocala, Florida 34470 |

### 6.2 Amendment

This Agreement may only be amended in writing signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

**6.3 Survival**

The obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

**6.4 Interpretation**

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

**6.5 Successors**

This Agreement is binding on each party's legal successors.

**6.6 Indemnification**

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys' fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

**6.7 No Third Party Beneficiaries**

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

ATTEST:

Angela Vick, Clerk

Approved as to form:

Denise Dymond Lyn
County Attorney

CITRUS COUNTY, FLORIDA

By_____
SCOTT CARNAHAN, CHAIRMAN

Date: _____

Signed, sealed and delivered
in the presence of:

Print Name

Signature

Print Name

Signature

VICEROY HOME HEALTH, LLC

By: _____
VANESSA JACQUES

Title: OWNER

Date: 3/2/2021

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

E.1.a.I

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 have ADDITIONAL INSURED provisions or be endo If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stateme this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

insureon

Insureon (BIN Insurance Holdings LLC.)
30 N. LaSalle, 25th Floor, Chicago, IL 60602

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 688-1984 FAX (A/C, No): 877-826-90
E-MAIL ADDRESS:

**INSURED**

Viceroy Home Services
2412 SW 20th ct, Ocala, FL, 34471

| INSURER(S) AFFORDING COVERAGE | N |
|---|---|
| INSURER A : Lloyd's of London | 157 |
| INSURER B : Hanover Insurance Company | 222 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**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 P INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE T EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✔ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✔ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✔ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>✔ HIRED AUTOS ✔ NON-OWNED AUTOS | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Professional Liability (Errors and Omissions) | | | W2B15B200101 | 4/28/2020 | 4/28/2021 | Occurrence/Aggregate | $1,000,000 / $3 |
| B | Fidelity Bond 3rd Party BKT | | | BDJ-H281637-00 | 6/9/2020 | 6/9/2021 | Each Occurrence | $100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured as their interests may appear in regards to general and auto liability. Waiver of subrogation in favor of t certificate holder with regard to the general and auto liability coverage.

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED B THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVER ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

E.1.a.I

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 have ADDITIONAL INSURED provisions or be endo If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stateme this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| insureon<br>Insureon (BIN Insurance Holdings LLC.)<br>30 N. LaSalle, 25th Floor, Chicago, IL 60602 | PHONE (A/C, No, Ext): (800) 688-1984 | FAX (A/C, No): 877-826-90 |
| | E-MAIL ADDRESS: | |

| INSURED | INSURER(S) AFFORDING COVERAGE | N |
|---|---|---|
| Viceroy Home Services<br>2412 SW 20th ct, Ocala, FL, 34471 | INSURER A: Lloyd's of London | 157 |
| | INSURER B: Hanover Insurance Company | 222 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**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 PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✔ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✔ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>✔ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>✔ HIRED AUTOS<br>✔ NON-OWNED AUTOS | Yes | Yes | W2B15B200101 | 4/28/2020 | 4/28/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Professional Liability (Errors and Omissions) | | | W2B15B200101 | 4/28/2020 | 4/28/2021 | Occurrence/Aggregate | $1,000,000 / $3,0 |
| B | Fidelity Bond 3rd Party BKT | | | BDJ-H281637-00 | 6/9/2020 | 6/9/2021 | Each Occurrence | $100,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named as Additional Insured as their interests may appear in regards to general and auto liability. Waiver of subrogation in favor of the certificate holder with regard to the general and auto liability coverage.

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, Florida 34461

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

# State of Florida
## Department of State

I certify from the records of this office that VICEROY HOME HEALTH, LLC, is a limited liability company organized under the laws of the State of Florida, filed electronically on August 14, 2020, effective August 15, 2020.

The document number of this company is L20000249667.

I further certify that said company has paid all fees due this office through December 31, 2020, and its status is active.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 200825114324-400350420984#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Fifth day of August, 2020

Laurel M. Lee
Secretary of State

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

View current license information at: Floridahealthfinder.gov

REGISTRATION #: 236532
CERTIFICATE #: 27949

# State of Florida

AGENCY FOR HEALTH CARE ADMINISTRATION
DIVISION OF HEALTH QUALITY ASSURANCE

## Homemaker and Companion Services

REGISTERED

This is to confirm that JACQUES, VANESSA has complied with the rules and regulations adopted by the State of Florida, Agency for Health Care Administration, and authorized in Chapter 400, Part III, Florida Statutes, and is authorized to operate the following:

**VICEROY HOME SERVICES**
2412 SW 20th Ct
Ocala, FL 34471
in the following counties:
ALACHUA, CITRUS, LAKE, MARION

Homemaker & Companion Services are prohibited from providing any hands-on personal care services.

EFFECTIVE DATE: 02/26/2020

EXPIRATION DATE: 02/25/2022

GREAT SEAL OF THE STATE OF FLORIDA IN GOD WE TRUST

Mary C. Mayhew
Secretary, Agency for Health Care Administration

Attachment: RFQ 21-003 AGENDA Viceroy (12684 : RFQ 21-003 Elder Affairs and Older American In-

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On August 21, 2018, the Board awarded RFQ 18-060 to Jones Edmunds & Associates, Inc. to provide professional engineering services to the Department of Water Resources as one of six consultants selected for a three-year period, expiring on September 30, 2021.

On December 16, 2019, Board awarded a work authorization to Jones Edmunds & Associates, Inc. for the design services, construction of the new sanitary collection system to serve the properties along Sea Otter Path at a cost of $31,765.

This work authorization is to include an additional scope of services for the construction phase of the project for the combined low-pressure/gravity collection/transmission system, including new gravity sewer main, manhole, service lateral and clean outs to the right of way, one duplex grinder pump lift station, isolation valves, and small diameter HDPE low pressure transmission system.

Staff desires to award Jones Edmunds & Associates, Inc. to provide additional services to include Construction Contract Administration and Project Closeout for the Sea Otter Path Sewer Addition at a total cost of $37,200.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance* |
|---|---|---|---|---|---|
| 9000F1-53100 | Prof Serv | $56,353 | $6,353 | $0 | $50,000 |

Sea Otter Path-Professional Services

*Available balance is prior to award of this project.

**RECOMMENDED ACTION:**

Approve and Authorize the Chairman to execute the Work Authorization for Jones Edmunds & Associates, Inc. to provide additional engineering services to include Construction Contract Administration and Project Closeout for the Sea Otter Path project at a cost of $37,200.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2020

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 have ADDITIONAL INSURED provisions or 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<br>Risk Strategies<br>12801 North Central Expy. Suite 1710<br>Dallas, TX 75243 | CONTACT NAME: Brian R Hadar<br>PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899<br>E-MAIL ADDRESS: certificatedallas@risk-strategies.com |
| INSURED<br>Jones Edmunds & Associates, Inc,.<br>730 N.E. Waldo Road<br>Gainesville FL 32651 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Phoenix Insurance Company — 25623<br>INSURER B : Travelers Indemnity Co of America — 25666<br>INSURER C : Travelers Property Casualty Co of Amer — 25674<br>INSURER D : XL Specialty Insurance Company — 37885<br>INSURER E : Charter Oak Fire Insurance Company — 25615<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 56154100 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✓ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✓ PRO-JECT ☐ LOC<br>OTHER: | ✓ | ✓ | 6808N190672 | 6/30/2020 | 6/30/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| B | AUTOMOBILE LIABILITY<br>✓ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY | ✓ | ✓ | BA1958L731 | 6/30/2020 | 6/30/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| C | ✓ UMBRELLA LIAB ✓ OCCUR<br>EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ✓ RETENTION $10,000 | ✓ | ✓ | CUP8N201316 | 6/30/2020 | 6/30/2021 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH) N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | ✓ | UB8N190948 | 6/30/2020 | 6/30/2021 | ✓ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| D | Professional Liability | | ✓ | DPR9961801 | 6/30/2020 | 6/30/2021 | Per Claim<br>Annual Aggregate | $5,000,000<br>$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies. Citrus County Florida is named additional insured on the general, auto, and umbrella liability coverage as required by written contract. A waiver of subrogation is shown in favor of the additional insured on all policies as required by written contract. RE: RFQ 018-060, Continuing Contract for Water, Wastewater, and Reclaimed Utility Systems Professional Engineering Services

**CERTIFICATE HOLDER**

Citrus County Florida, a Political Subdivision
of the State of Florida
3600 W. Sovereign Path, Suite 266
Lecanto FL 34461

**CANCELLATION**

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
Brian Hadar

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Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

# The Phoenix Insurance Company

AMB #: 002518 NAIC #: 25623 FEIN #: 060303275

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183
United States

**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447

**AM Best Rating Unit:** AMB #: 018674 - Travelers Group

Financial Strength Rating A++ Superior Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | December 31, 1907 |

**Long-Term Issuer Credit Rating** View Definition

---

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | April 18, 2005 |

u Denotes Under Review Best's Rating

# The Travelers Indemnity Company of America

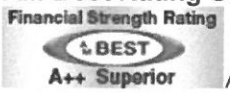
AMB #: 004003 NAIC #: 25666 FEIN #: 586020487

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183
United States

**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447

**AM Best Rating Unit:** AMB #: 018674 - Travelers Group




Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings
**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | June 30, 1951 |

**Long-Term Issuer Credit Rating** View Definition

---

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | April 18, 2005 |

u Denotes Under Review Best's Rating

# Travelers Property Casualty Company of America

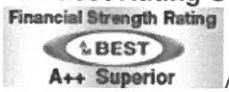
AMB #: 004461 NAIC #: 25674 FEIN #: 362719165

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183
United States

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447

**AM Best Rating Unit:** AMB #: 018674 - Travelers Group




Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings
**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | June 30, 1972 |

**Long-Term Issuer Credit Rating** View Definition

---

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | April 18, 2005 |

u Denotes Under Review Best's Rating

# XL Specialty Insurance Company

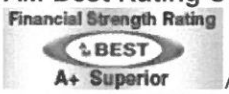
**AMB #: 000779** **NAIC #: 37885** **FEIN #: 850277191**

**Administrative Office**
Seaview House 70 Seaview Avenue
Stamford, Connecticut 06902
United States

**Web:** www.axaxl.com
**Phone:** 203-964-5200
**Fax:** 203-964-3444
View Additional Address Information

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

**AM Best Rating Unit:** AMB #: 086106 - XL Bermuda Ltd




Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 085085 - AXA S.A. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A+ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 29, 2020 |
| **Initial Rating Date:** | June 30, 1989 |

**Long-Term Issuer Credit Rating** View Definition

---

| | |
|---|---|
| **Long-Term:** | aa- (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 29, 2020 |
| **Initial Rating Date:** | April 11, 2005 |

u Denotes Under Review Best's Rating

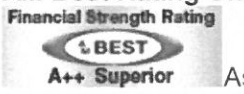
# The Charter Oak Fire Insurance Company

AMB #: 002516 NAIC #: 25615 FEIN #: 060291290

**Domiciliary Address**
One Tower Square
Hartford, Connecticut 06183
United States

**Web:** www.travelers.com
**Phone:** 860-277-0111
**Fax:** 844-816-9447

**AM Best Rating Unit:** AMB #: 018674 - Travelers Group




Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

View additional for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | June 30, 1936 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | November 05, 2019 |
| **Initial Rating Date:** | April 18, 2005 |

u Denotes Under Review Best's Rating

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

# WORK AUTHORIZATION FORM

## PROFESSIONAL SERVICES – CONTINUING SERVICES CONTRACT

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

**NAME OF PROJECT:** Sea Otter Path Sewer Addition ITB#21-063
(Two lines maximum)

**DEPARTMENT / DIVISION / OFFICE:** Water Resources/Planning and Engineering

**TECHNICAL CONTACT:** Jeanette Smith

**GRANT FUNDED:** ☑ YES ☐ NO

**FINANCING REQUIRED:** ☐ YES ☑ NO

**ACCOUNT NUMBER:** 9000F1-53100
(Four lines maximum)

**BUDGET AMOUNT:** $37,200.00
(Four lines maximum)

**PLANNING/STUDY** ☐ YES ☑ NO

**DESIGN / CONSTRUCTION** ☑ YES ☐ NO

**DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE (attach additional sheets if necessary):**

This scope of services from Jones Edmunds includes construction-phase services for the combined low-pressure/gravity collection/transmission system, including new gravity sewer mains, manhole, service laterals and clean outs to the right of way, 1 duplex grinder pump lift station, isolation valves, and small diameter HDPE low pressure transmission system. The scope of services includes project management,construction contract administration and project closeout for a combined cost of $37,200.00.

**REQUESTOR** Jeanette Smith — Digitally signed by Jeanette Smith Date: 2021.05.25 09:49:50 -04'00' — **DATE** _____

**DIVISION DIRECTOR** Christina Malmberg — Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.05.25 09:52:48-04'00' — **DATE** _____
Required regardless of the cost

**DEPARTMENT DIRECTOR** Ken Cheek — Digitally signed by Ken Cheek Date: 2021.05.25 10:36:28 -04'00' — **DATE** _____
Required if cost is > $5,000

**MANAGEMENT & BUDGET DIRECTOR** cpcott — **DATE** 5-25-2021
Required if cost is > $10,000

**CHAIRMAN** _____ — **DATE** _____
Required if cost is > $25,000

Please return completed form to the Purchasing Manager - OMB



Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

JonesEdmunds
Integrity • Knowledge • Service

May 12, 2021

Jeanette M. Smith
Water Resources Project Manager
Citrus County Department of Water Resources
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461

RE: Citrus County
Sea Otter Path Sewer System Professional Services During Construction
Jones Edmunds Opportunity No.: 95503-134-21

Dear Ms. Smith:

Jones Edmunds & Associates, Inc. is pleased to provide Citrus County with this proposal for providing Construction Phase Engineering services for a new sanitary sewer system for the residences along Sea Otter Path in Citrus County, Florida.

## PROJECT BACKGROUND

Jones Edmunds designed and permitted the Septic-to-Sewer conversion project for the east end of the Sea Otter Path area just west of the recently completed Garcia Point Septic-to-Sewer project. The project includes providing gravity sewer to the residents along Sea Otter Path that flow into a dedicated lift station serving this road. The lift station will be connected to a nearby force main. The project will eliminate the discharge of nutrients and other septic tank pollutants to groundwater which seeps into the Homosassa River.

This proposal is for Jones Edmunds to perform Construction Contract Administration services for Citrus County during the construction of the new sewer system.

## SCOPE OF SERVICES

This Scope of Services is to provide construction-phase services for the combined low-pressure/gravity collection/transmission system, including new gravity sewer mains, manholes, service laterals and cleanouts to the right-of-way, 1 duplex grinder pump lift station, isolation valves, and a small-diameter HDPE low-pressure transmission system. Abandonment of on-site septic tank systems and connection of residential plumbing to the new sewer laterals are outside the scope of this project and will be handled by others after completion of the new infrastructure within the right-of-way. This scope of services includes the following tasks:



Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

## TASK 1 – CONSTRUCTION CONTRACT ADMINISTRATION

Construction Contract Administration services are based on a 5-month construction schedule to final completion. Jones Edmunds will provide the following limited Construction Contract Administration services:

- Submittals: Jones Edmunds will receive, log, review, and issue comments on project construction submittals. Project submittals will include administrative submittals (i.e., construction schedules and work plans), shop drawings and product data for the materials to be incorporated into the project, warranties, samples, and operations and maintenance manuals. Jones Edmunds estimates approximately 10 submittals for this project. This Scope includes an initial review and one re-submittal review for each submittal. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.

- Requests for Additional Information (RFI): Jones Edmunds will review and respond to up to 4 RFIs submitted by the Contractor. RFIs are submitted by the Contractor when questions about the construction documents arise that need clarification from the Engineer.

- Change Orders: Jones Edmunds will notify the County immediately when an issue arises that may affect the cost of the project and will process up to 1 minor Change Orders.

- Construction Field Orders (CFO): Jones Edmunds will prepare up to 2 CFOs. CFOs are used for minor adjustments to the contract documents that can be completed in the field and have no effect on the project costs.

- Proposed Contract Modifications (PCM): Jones Edmunds will review up to 1 PCMs for conformance with the Contract Documents and process the PCMs as requested by the County. PCMs may be submitted by the Contractor when deviations to the contract drawings or specifications occur that they believe affect the cost of the project.

- Notices of Non-Compliance: Jones Edmunds will assist with Notices of Non-Compliance as requested by the County. Jones Edmunds will prepare, log, and issue the Notices of Non-Compliance.

- Meetings:

    - Jones Edmunds will conduct one pre-construction conference at a location selected by the County. At the pre-construction conference the fully executed contract documents will be distributed and the Notice to Proceed date will be agreed upon by all stakeholders on the project.
    - The County representatives, the funding agency, and the Contractor will be invited to the preconstruction conference.

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

- Jones Edmunds will hold up to 4 Progress Meetings (approximately one meeting per month) during the course of the project. The progress meetings are to review the construction progress up to that point, review the monthly pay application, and discuss any issues that have occurred on the project. Meeting minutes will be prepared by the Engineer.

- Pay Applications: Jones Edmunds will process up to 6 Pay Applications. We will receive the Pay Applications from the Contractor, log and review them with the County assigned Resident Observer (RO) and make payment recommendations. Jones Edmunds will provide to the County the Engineer's Certification form for submittal to the funding agency.

- Site Visits: Jones Edmunds will conduct bi-weekly site visits while the Contractor is onsite working. The site visits are to observe that the construction is progressing in general conformance with the Construction Contract Documents. One site visit each month will occur on the same day as the monthly progress meeting.

### TASK 2 – PROJECT CLOSEOUT

The Project Closeout phase includes substantial completion walkthroughs; startup of the transmission system; preparation of Record Drawings; and a project review by the funding agency.

- Jones Edmunds will provide one Substantial Completion site review and provide a punch list to the County and the Contractor.
- Jones Edmunds will conduct one Final Completion site review to confirm that the Contractor has completed the punch-list items. Any additional visits to verify that the outstanding punch list items are completed may be provided by Jones Edmunds if authorized by the County or may be performed by the County at their discretion.
- We will observe the Performance Acceptance Testing of the new grinder pump lift stations and work with the Contractor to verify that components are functioning properly before turning the collection/transmission system over to the County.
- The Contractor will prepare the Record Drawings for the project and Jones Edmunds will review the drawings and provide comments. Deficient as-built drawings will be returned to the Contractor for correction.
- Jones Edmunds will Prepare and submit an FDEP Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation (Form 62-604.300(8)(b)) along with Contractor-provided as-built drawings referenced above, once approved by Jones Edmunds.

## SCHEDULE

Jones Edmunds will begin work on this project upon receipt of purchase order and Notice to Proceed (NTP) from the County. The schedule for this project will be based on the County's

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

execution of the Construction Contract and Notice to Proceed (NTP) to the Contractor. Preliminarily, the project tasks are estimated to be completed as follows:

| Task | Calendar Days from NTP (Approximate) |
|---|---|
| ▪ Contractor's NTP issued from the County | 0 |
| ▪ Substantial Completion | 120 |
| ▪ Final Construction Completion | 150 |

## COMPENSATION

Jones Edmunds proposes to perform the Scope of Services as described herein for the lump-sum fee amounts listed below:

| Item | Total Cost |
|---|---|
| Task 1 – Construction Contract Administration | $ 28,440 |
| Task 2 – Project Closeout | $ 8,760 |
| **Total Fee (All Tasks)** | **$37,200** |

## PROPOSAL CLARIFICATIONS

The following exclusions and conditions apply to the Scope of Work, Fee Estimate, and Schedule.

1. The quantities and labor hours listed in this Proposal and Fee Estimate are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities and labor hours shall not be reason for non-payment if the total fee budget has not been exceeded.
2. Surveying, geotechnical, and materials testing costs are not included.
3. All permits required during construction will be the responsibility of the Contractor.
4. The costs included herein are for a 5-month construction contract time to Final Completion. If the Contractor is granted additional time to complete the project, a request will be made to the County for additional fee to continue providing the Construction Phase services covered under this contract for the extended time period.
5. NPDES permitting for construction activities is the Contractor's responsibility and is excluded.

Jones Edmunds appreciates this opportunity to offer our continuing professional engineering services to Citrus County and looks forward to working with the County on the construction

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

of this important project. Please do not hesitate to contact us if you have any questions regarding the proposed Scope of Services.

Sincerely,

Troy Hays, PG
Sr. Manager / Vice President
thays@jonesedmunds.com

\\Jea.net\pan02\WORKSPACE\03860-Citrus County\Opportunities\2021\95503-134-21 CA Services Sea Otter Path\2021.05.05_PROP-Sea Otter Path_CA Services.doc

Attachment: 6-22-21 Agenda Docs (12948 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Engineering Serv; JonesEdmunds)

JonesEdmunds

**Project Name:** Sea Otter Path PSDC- Construction Contract Administration Services
**Client:** Citrus County
**Opportunity Number:** 95503-134-21
**Project Number:**

## Project Fee Estimate

| | | Staffing Plan | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Sr. Project Manager | Project Officer QA | Sr. Engineer | Construction Administrator | Sr. Field Rep Construction | Const Proj Coordinator | Sr. Admin. Assistant | | | | |
| | | Billing Rate | | | | | | | | | | |
| | Citrus County RFQ 18-060 Rates | $200.00 | $250.00 | $215.00 | $155.00 | $105.00 | $70.00 | $90.00 | | | | |
| **Task No.** | **Task Description** | **Hours** | | | | | | | **Labor Hours** | **Direct Labor Effort (Rates)** | **Expenses (ODC's) Effort** | **Total Fee** |
| 1 | **Construction Contract Administration** | | | | | | | | | | | |
| | Submittal Review | 2 | | | 16 | | 10 | | 28.00 | $3,580.00 | $0.00 | $3,580.00 |
| | RFI's | 2 | | | 4 | | 4 | | 10.00 | $1,300.00 | $0.00 | $1,300.00 |
| | Change Orders | 2 | 2 | | 2 | | 4 | | 10.00 | $1,490.00 | $0.00 | $1,490.00 |
| | CFO's | 2 | | | 2 | | 8 | | 12.00 | $1,270.00 | $0.00 | $1,270.00 |
| | PCM's | 2 | | | 2 | | 8 | | 12.00 | $1,270.00 | $0.00 | $1,270.00 |
| | Notices of Non-Compliance | 2 | | | 2 | | 4 | | 8.00 | $990.00 | $0.00 | $990.00 |
| | Construction Meetings | 8 | 4 | | 40 | | 12 | | 64.00 | $9,640.00 | $1,000.00 | $10,640.00 |
| | Pay Applications | | | | 12 | | 12 | | 24.00 | $2,700.00 | $0.00 | $2,700.00 |
| | Site Visits | | | | | 40 | | | 40.00 | $4,200.00 | $1,000.00 | $5,200.00 |
| 2 | **Project Closeout** | | | | | | | | | | **Task Total:** | **$28,440.00** |
| | Substantial Completion Site Review | 8 | | | 8 | | 4 | | 20.00 | $3,120.00 | $220.00 | $3,340.00 |
| | Final Completion Site Reviews | | | | 8 | | | | 8.00 | $1,240.00 | $220.00 | $1,460.00 |
| | Performance Acceptance Testing | | | | | 8 | | | 8.00 | $840.00 | $110.00 | $950.00 |
| | Record Drawings | 4 | | | 8 | | | | 12.00 | $2,040.00 | $0.00 | $2,040.00 |
| | FDEP Forms | 2 | | 2 | | | 2 | | 6.00 | $970.00 | $0.00 | $970.00 |
| | | | | | | | | | | | **Task Total:** | **$8,760.00** |
| | **Total - Construction Phase Services** | **34** | **6** | **2** | **104** | **48** | **68** | **0** | **262.00** | **$34,650.00** | **$2,550.00** | **$37,200.00** |

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc. |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On July 24, 2018, the Board awarded ITB 18-045 Traffic Control Material Permanent Preformed Thermoplastic to Ennis-Flint, Inc. to provide traffic control material for a period of three (3) years with an option for an additional two (2) year renewal period.

Staff desires to renew the Agreement for the two (2) year renewal period, extending the Agreement to July 23, 2023.

**No cost increases.**

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance* |
|---|---|---|---|---|---|
| 4110-56542 | Striping | $580,000 | $371,165 | $186,750 | $22,085 |

Residential/Major Road Striping
*available balance prior to award

**RECOMMENDED ACTION:**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ennis-Flint, Inc., extending the Agreement to July 23, 2023.

# Board of County Commissioners
## Department of Public Works
### Road Maintenance Division
1300 S. Lecanto Hwy. Lecanto, FL 34461
Telephone: (352) 527-7610 Fax: (352) 527-7607
www.citrusbocc.com


Memorandum April 15, 2021

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Randall Olney, Public Works Director

**SUBJECT : Bid Renewal – ITB 18-045 – Permanent Preformed Thermoplastic**

Please process ITB 18-045 – Permanent Preformed Thermoplastic for renewal with Ennis-Flint, Inc. in accordance with the provisions of renewal stated in the contract.

The current contract will expire on 7/9/2021, and the renewal will be for one two-year period.

This vendor has performed satisfactorily within the terms and conditions of the contract.

Please place this item on the Agenda.

JLS/dma

Attachment: ITB 18-045 AGENDA (12949 : ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc.)

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/20/2020

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 have ADDITIONAL INSURED provisions or 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**
Aon Risk Services South, Inc.
Charlotte NC Office
1111 Metropolitan Avenue, Suite 400
Charlotte NC 28204 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Great American Alliance Ins Co | 26832 |
| INSURER B: | Great Divide Insurance Co | 25224 |
| INSURER C: | Nautilus Insurance Company | 17370 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Ennis-Flint, Inc.
4161 Piedmont Pkwy
Suite 370
Greensboro NC 27410 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570084999595 **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. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY | | | GLP201309816 | 11/01/2020 | 11/01/2021 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | MED EXP (Any one person) | $10,000 |
| | X POLICY PRO-JECT LOC | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | OTHER | | | | | | GENERAL AGGREGATE | $3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $3,000,000 |
| | | | | | | | | |
| B | AUTOMOBILE LIABILITY | | | BAP2013086-16 (AOS) | 11/01/2020 | 11/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| C | X ANY AUTO | | | BAP2013087-16 (AZ) | 11/01/2020 | 11/01/2021 | BODILY INJURY ( Per person) | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | X Coll Ded $1,000 X Comp Ded $1,000 | | | | | | | |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED RETENTION | | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC407446405 | 11/01/2020 | 11/01/2021 | X PER STATUTE OTH- | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A | | | | | | E L EACH ACCIDENT | $1,000,000 |
| | (Mandatory in NH) If yes, descnbe under DESCRIPTION OF OPERATIONS below | | | | | | E L DISEASE-EA EMPLOYEE | $1,000,000 |
| | | | | | | | E L DISEASE-POLICY LIMIT | $1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Award ITB 18-045 Traffic Control Materials Permanent Preformed Thermoplastic. Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Citrus County in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER**

Citrus County, Florida
Florida 3600 W. Sovereign Path, Ste. 266
Lecanto FL 34461 USA

**CANCELLATION**

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**

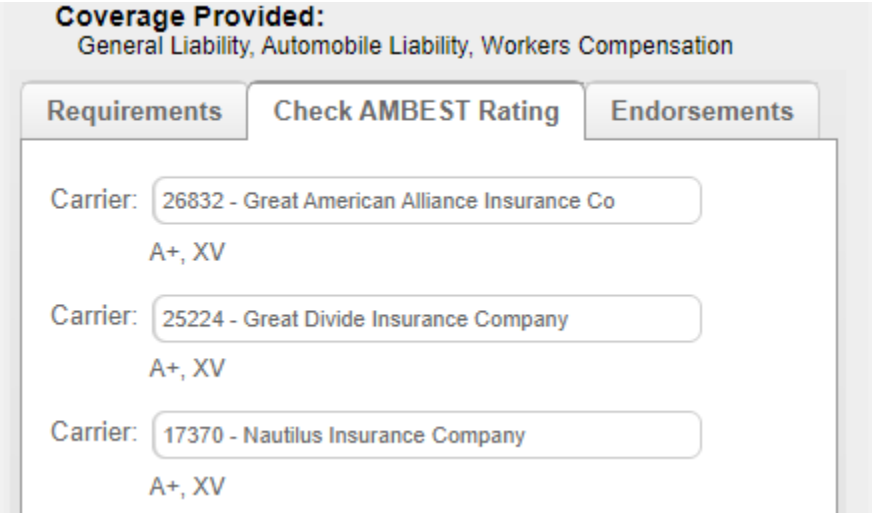
Aon Risk Services South Inc.

©1988-2015 ACORD CORPORATION. All rights reserved.



Holder Identifier :
Certificate No : 570084999595
Attachment: ITB 18-045 AGENDA (12949 : ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc.)

AMBEST 2021 Ennis-Flint




Attachment: ITB 18-045 AGENDA (12949 : ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc.)

## Amendment No. 1 to Agreement

## ITB 18-045
## Traffic Control Material-Permanent Preformed Thermoplastic

**THIS AMENDMENT** is made and entered into by and between Ennis-Flint, Inc., a foreign corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WHEREAS,** On July 24, 2018 County and Contractor entered into an Agreement to provide Permanent Preformed Thermoplastic for a term of three (3) years with an option to renew for one (1) additional two (2) year period; and

**WHEREAS,** County and Contractor desire to amend the Agreement to exercise the option to renew the Agreement for an additional two (2) year term, extending the duration of the Agreement to July 23, 2023; and

**NOW THEREFORE**, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional two (2) year term, extending the duration of the Agreement to July 23, 2023.

3. County and Contractor, agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*



Attachment: ITB 18-045 AGENDA (12949 : ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc.)

**IN WITNESS WHEREOF,** this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

ENNIS-FLINT, INC.

Denise Russell
Signature of Witness (1)

Denise Russell
Printed Name of Witness (1)

Kelli AH-Keen
Signature of Witness (2)

Kelli AH-Keen
Printed Name of Witness (2)

BY: Cindy Burk
CINDY BURK, DIRECTOR OF CONTRACT ADMINISTRATION

STATE OF North Carolina
COUNTY OF Guilford

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26th day of May, 2021, by Cindy Burk as Director of Contract admin who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 26th day of May, 2021.

NOTARY PUBLIC Signature
Printed Name: Rhealynn Thigpen
Commission No.: 20191870010 3
Expiration Date: 4/15/2024

SEAL

Rhealynn Thigpen NOTARY PUBLIC Guilford County, NC

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



Attachment: ITB 18-045 AGENDA (12949 : ITB 18-045 Amendment No. 1; Traffic Ctrl Matl Perm Preformed Thermoplastic; Ennis-Flint, Inc.)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co. |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On April 18, 2021, staff advertised ITB 21-072 (Re-Bid) Inverness Airport Fixed Base Operator Hangar Door Replacement project and received three (3) bid submittals.

Staff is requesting approval to award Mar-Con Construction, LLC dba Marbek Construction Co the above listed project as the most responsible, responsive, and lowest qualified lump sum bid of $204,800.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance* |
|---|---|---|---|---|---|
| 2105-56200 | Buildings | $955,000 | $0 | $0 | $955,000 |

Aviation CIP-Building

*Available balance prior to award

**RECOMMENDED ACTION:**

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Mar-Con Construction, LLC dba Marbek Construction Co. to provide the services and construction of the Inverness Airport Hangar Door Replacement.

# Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ENGINEERING

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Telephone: (352) 527-5446 Fax: (352) 527-5476
Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

---

**TO:** Linda Morse, Purchasing Manager

**THRU:** Randall S. Olney, Public Works Director RSO
Brian Kauffman, PE, Engineering Director BK for acting

**FROM:** Quincy D. Wylupek, Engineering Project Manager QDW

**DATE:** May 27, 2021

**SUBJECT:** ITB # 21-072, Inverness Airport FBO Hangar Door Replacement Project

---

The Engineering Division received three bids for the subject Project. Engineering staff and the Engineer of Record, Hanson Professional Services, Inc., has reviewed the bids and recommends awarding this Project to the lowest qualified bidder, Mar-Con Construction, LLC dba Marbek Construction, at the lump sum bid price of $204,800.00 (see attached supporting documentation).

Please ask the BOCC to:

1. Approve the lowest qualified bid, and award the Project to Mar-Con Construction, LLC dba Marbek Construction, at the lump sum bid price of $204,800.00.
2. Approve and authorize the Chairman to sign the agreement with Mar-Con Construction, LLC dba Marbek Construction, subject to receipt of insurance and bond documents from Mar-Con Construction, LLC dba Marbek Construction.

If you need any additional information please contact me at x5488.

Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

HANSON
Engineering | Planning | Allied Services

Hanson Professional Services Inc
6230 University Parkway Suite 202
Sarasota, FL 34240
(941) 342-6321

www.hanson-inc.com

May 27, 2021

Mr. Quincy Wylupek
Project Manager
Citrus County Aviation Section
3600 W Sovereign Path
Lecanto, FL 34461

RE: Inverness Airport – FBO Hangar Door Replacement (RE-BID)
**RECOMMENDATION OF AWARD**

Mr. Wylupek,

Hanson Professional Services Inc. has completed a review and analysis of the bids received by Citrus County on May 26, 2021 for the referenced project. As summarized on the attached bid tabulation prepared by Citrus County Purchasing Department, three (3) bids were received for the project. Briefly, the low bidder for the project was Marcon Construction LLC dba Marbek Construction Company, with a lump sum bid amount of $204,800.00. The second low bidder for the project was Daly & Zilch (Florida), Inc. with a lump sum bid amount of $249,480.00.

Both of these bids were considered responsive and in compliance with the solicitation. The low bid amount was within the project budget of $205,000 for the procurement and reasonably close to the estimated construction cost for the project. While the second low bid amount was above the budget and estimated construction cost, it appears to not be unreasonable based on recent construction market trends and material cost increases.

In short, we recommend award to the low bidder, Marcon Construction LLC (dba Marbek Construction Company). We further recommend that the bid bonds for both the low and the second low bidders be held until the low bidder is awarded and executes a contract for the work with Citrus County and supplies all necessary bonds and insurance. Other bid bonds should be returned.

Hanson is pleased to be of continuing service on this project. Please contact me if there are any questions or concerns.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Michael Harris
Project Manager

Enclosures:
Bid Tabulation
Bid Compliance Review



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# PROCUREMENT AUTHORIZATION FORM

## FOR PURCHASES IN EXCESS OF $ 25,000

**Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed, print the form, have it signed by all those indicated below and mail to Purchasing Manager @ DMB/Purchasing. Also, e-mail the form to** linda.morse@citrusbocc.com **Purchasing will assign a Solicitation number, which will be provided to you.**

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

**NAME OF PROJECT:** (Two lines maximum) Inverness Airport FBO Hangar Door Replacement Project

**DEPARTMENT / DIVISION:** DPW/ENG

**ACCOUNT NUMBER:** (Four lines maximum) 001-7201-56200

**BUDGET AMOUNT:** $205,000

**FINANCING REQUIRED:** YES ☐ NO ☒ **GRANT FUNDED:** YES ☐ NO ☐

**DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:**

This Procurement Authorization is for the bidding of the Inverness Airport FBO Hangar Door Replacement Project. This hangar door has had a history of not functioning properly. Staff has made several attempts, using a hangar door specialist, to repair and make adjustments to the door. Staff recommends this door be replaced.

The County authorized Hanson Professional Services, Inc. on 6/23/2020, to prepare Hangar Door Criteria and provide bidding services for this project. See attachments.

All work shall be in accordance with the Special Provisions and contract documents.

**REQUESTOR (SIGNATURE)** Quincy Wylupek **DATE** 11-5-2020

**REQUESTOR (PRINT NAME)** Quincy Wylupek **DATE** "

**DIVISION DIRECTOR** Brian Kalt **DATE** 11/10/2020

**DEPARTMENT DIRECTOR** [signature] **DATE** 12/3/2020

**MANAGEMENT & BUDGET DIRECTOR** [signature] **DATE** 12·08·2020



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

**BID FORM**
**SCHEDULE of VALUES**

Wednesday, May 26, 2021

**ITB 21-072**
**RE-BID Inverness Airport Fixed Base Operator Hangar Door Replacement Project**

| | Alen Construction Group, Inc. | MAR-CON Construction, LLC | Daly & Zilch (Florida), Inc. |
|---|---|---|---|
| LUMP SUM BID | $280,000.00 | $204,800.00 | $249,480.00 |



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# BID FORM

(Page 1 of 3)

BIDDER'S COMPANY NAME: MARBEK CONSTRUCTION CO

INITIAL

Our Bid is in compliance with all specifications.

Claiming "Local Preference"? _____ YES X NO

(Supportive documentation MUST be submitted with the Bid if claiming local preference.)

SUBMIT BIDS THROUGH WWW.MYVENDORLINK.COM
UPLOAD A SINGLE ELECTRONIC FILE NAMED TO INDICATE BID NUMBER; ITB 21-072 - YOUR COMPANY NAME

**Bids are due on or before: May 26, 2021**

**ADDENDA ACKNOWLEDGMENT:**

Bidder hereby acknowledges that they have received Addenda No.'s 1, 2, 3, _____, _____, _____, (Bidder shall insert the number of each Addendum received) and agrees that all addenda issued are hereby made part of the Invitation to Bid and their Bid Price includes all impacts resulting from said addenda.

**BIDDER'S DECLARATION AND UNDERSTANDING**

Bidder declares (1) that the only persons or parties interested in this Bid are those named herein, (2) that their Bid is, in all respects, fair and without fraud, (3) that their Bid is made without collusion with any official of the County, and (d) that their Bid is made without any connection of collusion with any person submitting another Bid for this Invitation to Bid.

Bidder understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Bidder further declares (1) that they have carefully examined the Bid Documents for the Services covered under this Invitation to Bid, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Bid is made according to the provisions and the terms and conditions noted in the Invitation to Bid, which are hereby made a part of their Bid.

**BIDDER'S REPRESENTATION AND CERTIFICATION FORM**

Bidder acknowledges that they understand and have executed the Bidder's Representation and Certification Form and have included such with their Bid.

**BID SCHEDULE**

All blanks on the Bid Form must be completed. If anything is not applicable, Bidder shall indicate such with "N/A". If there is no charge for any specific item noted on the Bid Form, Bidders shall indicate such by entering "no charge".

Bid pricing shall include all materials, equipment, labor, and insurance costs (including MyCOI registration) associated with the Services required in this solicitation.

**BID SECURITY** (Required if total base bid or lump sum equals $100,000 or more)

Bidder has furnished with their Bid a Bid Security in the amount of 5% of their Bid amount, as specified in the Invitation to Bid in the form of a Bid Bond, certified check or cashier's check, made out to Citrus County, Florida, in the amount of 5% of the Bidder's Bid.



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# BID FORM



**Bid Submittal Format**

**Bids MUST be submitted and fully completed in the format noted below:**

⇒ Bid Form
⇒ Bid Security
⇒ Bidder's Representation and Certification Form
⇒ Bidder's Qualification Statement Form
⇒ Certificate(s) of Insurance
⇒ List of Sub-contractors Form
⇒ Copies of Licenses and Certifications

**CERTIFICATES OF INSURANCE**

If an award is made, the Successful Bidder agrees to obtain the minimum types and limits of insurance as specified in the Invitation to Bid and will provide County certificates of insurance evidencing such. Furthermore, should Bidder be required to procure additional insurance to meet County's minimum insurance requirements, Bidder has factored the cost for such additional insurance into their Bid Price.

Once ALL paperwork is completed and received by the County, an email will be sent to Bidder asking Bidder to register online with myCOI. It is critical that Bidder provide the County with an accurate email address. The **cost to register is $19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Bidder's insurance agent(s). This information must be available at the time of registration. Once Bidder has registered and entered the email address for its insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload Bidder's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Bidder will not be allowed to begin work and no payments will be made until registration is completed and a compliant COI is received from Bidder's insurance agent(s). This is a yearly requirement for the duration of the Agreement.

**CONTRACT EXECUTION**

Bidder agrees that if their Bid is accepted for award the contents of their Bid shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI registration, bonds and anything else required to provide the service as specified in the Bid Documents.

**LIQUIDATED DAMAGES**

If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **one thousand and forty-five dollars ($1,045.00.00)** for each calendar day that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of Sub-Contractor occasioned by any of the causes specified in (1) and (2) of this Section.

**PERFORMANCE AND PAYMENT BONDS** (Required if total base bid or lump sum equals $100,000 or more)

Bidder agrees that if their Bid is accepted, they will, within 10 calendar days after notice of award, deliver to County Performance Bond and Payment Bonds in the amount of 100% of their Bid Amount.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# BID FORM
(Page 3 of 3)

**LUMP SUM BID – REPLACE HANGAR DOOR**

Bidder will complete the work to furnish and install a complete and operational replacement hangar door in accordance with the specifications and other contract documents, including all costs related to the work, and any required permits, engineering, taxes, bonds, insurance, and MyCOI Registration.

**ITEM NO. 1: LUMP SUM BID AMOUNT: $** 204,800.00

**TOTAL BID AMOUNT (in words)** Two Hundred Four Thousand Eight Hundred.
(In words)

(In words)

**SIGNATURE**

By affixing their signature to the Bid Form, Bidder hereby states that they have read all bid specifications, terms and conditions outlined in the Invitation to Bid and agree to such.

Bidder declares that the individual signing this Bid Form has the legal capacity to sign on behalf of Bidder and to contractually obligate Bidder.

Furthermore, Bidder hereby agrees to provide the Services described in the Invitation to Bid for the unit or lump sum prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MYCOI, bonds, transportation, overhead, profit, applicable taxes and costs of all kinds necessary to complete the Services.

Bidder's Name: Marbek Construction Co
Company Name

Federal Employer Identification No.: 204065435

Bidders Address: [illegible] 50 Ste 324 Currant, FL 34711
Address, City, State, Zip

By: [signature]
Signature

Name: Rick A Marchand
Print Name

Title: President
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: 352-242-1084 Fax No.: N/A

E-Mail Address: rick@marbekconstruction.com

Date: 5/26/21 **CORPORATE SEAL**



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/11/2021

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: | |
|---|---|---|
| Bouchard Insurance for FrankCrum<br>101 Starcrest Drive<br>Clearwater, FL 33758 | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : American Zurich Insurance Company | 40142 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
FrankCrum 9, Inc. Alt. Emp: Mar-Con Construction LLC dba: Marbek Construction Co
100 South Missouri Avenue
Clearwater, FL 33756

**COVERAGES** **CERTIFICATE NUMBER:21FL0801010505** **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | WC 47-58-512-10 | 06/01/2021 | 06/01/2022 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | **Location Coverage Period:** | 06/01/2021 | 06/01/2022 | **Client#** 90063-FL | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Mar-Con Construction LLC dba: Marbek Construction Co
614 E Hwy 50 Ste 324
Clermont, FL 34711

Endorsements: Waiver of Subrogation

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W. Sovereign Path
Suite 266
Lecanto, FL 34461

**CANCELLATION**

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
Jodi George

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Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

Client#: 1405484 131MARBECON

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2020

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| McGriff Insurance Services<br>PO Box 4927<br>Orlando, FL 32802-4927<br>407 691-9600 | PHONE (A/C, No, Ext): 407 691-9600 | FAX (A/C, No): 888-635-4183 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Evanston Insurance Company | 35378 |
| | INSURER B : National Union Fire Ins Co of Pitt. PA | 19445 |
| | INSURER C : Old Dominion Insurance Company | 40231 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED
Mar-Con Construction LLC
dba MARBEK Construction Co
614 E Highway 50 Ste 324
Clermont, FL 34711

COVERAGES CERTIFICATE NUMBER: 20/21 GL,AU,BAI,BWOS 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 | X COMMERCIAL GENERAL LIABILITY | * | * | MKLV2PBC000847 | 10/16/2020 | 10/16/2021 | EACH OCCURRENCE | $1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | X BI/PD Ded:2,500 | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | [ ] POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | [ ] OTHER. | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | * | * | B2G1167P | 11/17/2020 | 11/17/2021 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | [ ] UMBRELLA LIAB [ ] OCCUR | | | EBU033462060 | 10/16/2020 | 10/16/2021 | EACH OCCURRENCE | $2,000,000 |
| | X EXCESS LIAB [X] CLAIMS-MADE | | | | | | AGGREGATE | $2,000,000 |
| | [ ] DED [X] RETENTION $0 | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*Blanket Additional Insured status is granted with respects to General Liability if required by written contract per endorsement Additional Insured-Owners, Lessees or Contractors Form CG2010(07-04)
*Blanket Additional Insured status is granted with respects to General Liability if required by written contract per endorsement Additional Insured-Owners, Lessees or Contractors Form CG2037(07-04)
Primary & Non-Contributory with respects to General Liability if required by written contract per
(See Attached Descriptions)

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path Suite 266
Lecanto, FL 34461

CANCELLATION

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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Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

## DESCRIPTIONS (Continued from Page 1)

Primary & Non-Contributory - Other Insurance Condition Form CG2001(04-13)
*Blanket Waiver of Subrogation with respects to General Liability if required by written contract is included per endorsement Waive of Transfer of Rights FORM CG2404(05-09)
*Blanket Additional Insured status is granted with respects to Automobile if required by written Contract Permit or Agreement per Commercial Automobile Elite Endorsement Form 64-8722 FL 1018
*Blanket Waiver of Subrogation with respects to Automobile if required by written contract is included per Commercial Automobile Elite Endorsement FORM C64-8722 FL 1018
DEDUCTIBLE
Personal & Advertising Injury Per Occurrence(Including Loss Adjustment Expense - $2,500
Claims Involving Uninsured/Underinsured Subcontractors (MEGL 1288-01-18 - $15,000
Bodily Injury / Property Damage Combined - $2,500
Medical Expenses Deductible $5,000 Basically excluded. By showing a limit and deductible.
Excess Follow Forms to underlying General Liability and Automobile



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# Evanston Insurance Company

AMB #: 003759 NAIC #: 35378 FEIN #: 362950161

**Domiciliary Address**
Ten Parkway North
Deerfield, IL 60015 United States
**Web:** www.markelcorp.com
**Phone:** 847-572-6000
**Fax:** 847-572-6389

Based on AM Best's analysis, 058405 - Markel Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 13, 2019 |
| **Initial Rating Date:** | June 30, 1983 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 13, 2019 |
| **Initial Rating Date:** | June 29, 2005 |

# Old Dominion Insurance Company

AMB #: 002822 NAIC #: 40231 FEIN #: 592070420

**Domiciliary Address**
4601 Touchton Road East Suite 3300
Jacksonville, FL 32246-4486 United States
**Web:** www.msagroup.com
**Phone:** 904-642-3000
**Fax:** 904-380-7441

Based on AM Best's analysis, 046495 - American Family Ins Mutual Holding Co is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | r (Reinsured) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | October 04, 2019 |
| **Initial Rating Date:** | June 29, 1992 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a+ |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | October 04, 2019 |

Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# American Zurich Insurance Company

**AMB #:** 002743 **NAIC #:** 40142 **FEIN #:** 363141762

**Domiciliary Address**
1299 Zurich Way
Schaumburg, IL 60196-1056 United States
**Web:** www.zurichna.com
**Phone:** 800-987-3373
**Fax:** 877-962-2567

Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A+ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 25, 2019 |
| **Initial Rating Date:** | June 30, 1982 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa- |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | September 25, 2019 |
| **Initial Rating Date:** | September 14, 2004 |

Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# CONSTRUCTION AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

**1.0 Parties**:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

MARCON Construction, LLC dba MARBEK Construction Co. (Contractor).

**2.0 Designated Contact Person as to County**:

Quincy Wylupek, Project Manager
Department of Public Works Engineering Division
3600 W. Sovereign Path,
Lecanto, Florida 34461
Phone: 352-527-5488
Fax: 352-527-7644
Email: Quincy.Wylupek@citrusbocc.com

**3.0 Designated Contact Person as to Contractor**:

Rick Marchand President
Mar-Con Construction, LLC dba Marbek Construction Co.
614 E. Highway 50, Ste 324
Clermont, Florida 34711
Phone: 352-242-1084
Fax: N/A
Email: rick@marbekconstruction.com

**4.0 Agent for County**:

Mike Harris, Aviation Project Manager
Hanson Professional Services, Inc.
6230 University Parkway, Ste 202
Sarasota, Florida 34240
Phone 941-296-0769
Fax: None
Email: MHarris@hanson-inc.com

**5.0 Notices**: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**6.0 Entire Agreement**: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

**7.0 Project Design:** The Project Scope has been developed by the Agent for County. The County's Agent shall assume all duties and responsibilities and have the rights and authority assigned to them in the Agreement Documents with regards to the plans and specifications, in accordance with the Contract Documents.



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

**8.0 Agreement Documents**:
1. Exhibit "A" – Scope of Work
2. Exhibit "B" – Compensation

**9.0 Duration of Agreement and Commencement of Services:** Contractor shall complete the Services within 66 calendar days after start date set forth in the Notice to Proceed issued by County subject to conditional limitations as outlined in the Scope of Work. Contractor will proceed with the Work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between Contractor and County, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

**10.0 Modification of Agreement:** The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**11.0 Services Provided by Contractor:** The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

**12.0 Compensation to Contractor:** Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement.

**13.0 Payment of Payment Requests:**

**13.1 Payment Requests:** Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

**13.2 Prompt Payment:** County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

**13.3 Form of Request:** If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

**13.4 Resolution of Payment Request Disputes:** In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-



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five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

**13.5 Purchase Order:** Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

**13.6 Progress Payments:** Contractor may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Contractor which is attributable to any services provided by any of Contractors' suppliers, sub-consultants or sub-contractors, Contractor shall remit payment for such from the progress payments to those sub-consultants or sub-contractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Contractor of the sole responsibility for the care and protection of those Services which have been completed, even if Contractor remains in possession and control of such Services, or as a waiver of the right of County to require Contractor to fulfill all of the terms of the Agreement.

**13.7 Payments to Subcontractors:** When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

**13.8 Records of Costs:** Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for three (3) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Contractor's general accounting records and the project records, together with supporting documents and records, of Contractor, their sub-consultants and sub-contractors, performing work on the project, and all other records of Contractor, their sub-consultants and sub-contractors considered necessary by County for a proper audit of project costs.

**13.9 Right to Withhold:** Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Contractor under this Agreement an amount sufficient to satisfy any amount due and owing to County by Contractor on any other Agreement between Contractor and County. County may withhold payment on any invoice in the event that Contractor is in default under any provision of this Agreement or any other Agreement between Contractor and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

**13.10 Final Payment**: Once the Services have been completed, delivered to and accepted by County, and provided there are no outstanding disputes, no outstanding security claims, claims or demands between County and Contractor, Contractor may submit a final payment request to County. Upon receipt of such, County shall pay the retainage withheld to Contractor.

**13.11 Retainage:** Pursuant to Section 255.078, Florida Statutes, County may withhold an amount from each payment made to Contractor as retainage. Provided there are no outstanding disputes between County and Contractor, no outstanding surety claims, and no outstanding claims or demands by County or Contractor, County shall make payment of such retainage to Contractor in accordance with Sections 255.077



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and 255.078, Florida Statutes. If County makes payment of retainage to Contractor which is attributable to any sub-contracted services or equipment and materials provided by suppliers, Contractor shall remit payment to those sub-contractors and suppliers from the retainage.

**13.12 ACH Enrollment:** All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form" vendor payments will be deposited directly to Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

**14.0 Liquidated Damages:** If the Services covered under this Agreement are not completed within the time allowed as stipulated herein, plus any extensions thereof, County could incur additional expenses. Since these expenses are difficult to prove in a legal or arbitration proceeding to establish the actual loss suffered by County, instead of requiring any such proof, Contractor agrees that as liquidated damages for any delays (but not as a penalty) it shall pay County **one thousand and forty-five dollars ($1,045.00)** for each calendar day that expires after the time specified herein for completion. Sundays and legal holidays shall be excluded in determining days in default. Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given written notice of such delay to County: (1) to any preference, priority or allocation order duly issued by County, or (2) to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including but not restricted to, acts of God, or of the public enemy, acts of County, acts of another contractor in the performance of a contract for County, fires, floods, strikes, freight embargoes and abnormal and unforeseeable weather; and (3) to any delays of sub-contractor occasioned by any of the causes specified in (1) and (2) of this Section.

**15.0 Warranties:**

**15.1 Warranty of Ability to Perform**: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

**15.2 Warranty Against Defects in Workmanship:** Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

**15.3 Warranty of Standard Care:** In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

**15.4 Warranty of Title:** Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

**16.0 Public Records:** Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law.



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Contractor will ensure that the 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 the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.**

**17.0 Insurance:** During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

**17.1 Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

**17.2 Commercial General Liability:** Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

**17.3 Automobile Liability:** Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**17.4 Workers Compensation and Employer's Liability**:

**17.4.1** Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee must be included.

**17.4.2** For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.



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**17.4.3** The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

**17.5 BUILDER'S RISK/INSTALLATION FLOATERS:**

**17.5.1** When this contract or agreement includes the construction of roadways and/or the addition is a permanent structure or building including the installation of machinery and/ or equipment, the following insurance coverage must be afforded:

**17.5.2** Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

**17.5.3** When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

**17.6 Other Insurance Provisions:**

**17.6.1** Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**17.6.2** The project's Bid Submittal number shall be noted on the certificate. **ITB 21-072**

**17.6.3** All required insurance policies must be maintained until the contract work has been accepted by County.

**17.6.4** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

**17.6.5** Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

**17.6.6** For General Liability, Automobile Liability and Workers Compensation insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

**17.6.7** The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**17.6.8** It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**17.6.9** All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

**17.6.10** All Certificates must show that the Contractor's policies have been endorsed per the requirements.



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**17.6.11** Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

**18.0 Indemnification:** Contractor shall indemnify save and hold harmless County and Engineer, their 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 contractor and persons employed or utilized by Contractor, including any subcontractors, in the performance of the construction contract. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

**19.0 Change Orders:** County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

**20.0 Termination of Agreement:** Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

**21.0 Licenses and Certifications:** Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

**22.0 Payment and Performance Bonds:**

**22.1** Contractor shall be required to provide County with Payment and Performance Bonds, each in the amount of one hundred (100%) percent of Contractor's total Contract Price, as evidence of faithful performance of this Agreement. Upon execution of this Agreement, Contractor shall have ten (10) business days to provide the Payment and Performance Bonds to County, at which time Contractor's Bid Security shall be returned to Contractor. If the Payment and Performance Bonds are not delivered to County within the stipulated time frame, Contractor shall be considered in default of this Agreement, and County shall have the right to cancel the Agreement and utilize the proceeds from Contractor's Bid Security to pay for expenses incurred by County as a result of such default.

**22.2** Contractor is responsible for recording the Payment and Performance Bonds in the official records of Citrus County. Contractor shall deliver a certified copy of the Bonds as recorded by the Clerk of Court.

**22.3** The Bonds shall be in the form prescribed in Section 255.05 Florida Statutes. The rating of the surety company shall be rated A.M. Best's Rating of A-, VI or better. The surety company executing the Bonds



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must be authorized to transact business in the State of Florida. Attorney-in-Fact who signs the Bonds must file with each Bond a certified and effective date copy of their Power of Attorney. The Bonds must show the name, address and phone number of Contractor, Surety Company and County. Furthermore, the Bonds must indicate the Bid Number, a general description of the project, and the address of the Project Site.

**22.4** Should there be an increase in Contractor's total Price by more than ten percent (10%), Contractor shall be required to amend the value of the Payment and Performance Bonds accordingly. Contractor is responsible for recording the amended Bonds in the public records of Citrus County. Contractor shall deliver a certified copy of the amended Bonds, as recorded by the Clerk of Court.

**23.0 Additional Terms and Conditions:**

**23.1 Advertising:** Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

**23.2 Assignment:** Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

**23.3 Bankruptcy or Insolvency:** Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

**23.4 Contingency Allowance:** Contractor agrees that a contingency allowance, if any, is for the sole use of County to cover anticipated / unanticipated costs. Contractor shall not proceed on any additional work to be covered by contingencies until authorized in writing by the County.

**23.5 Compliance with Laws:** Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

**23.6 Conflict of Interest:** Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

*"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

**23.7 Correction of Services:** Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and



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Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

**23.8 County and State Funds:** If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

**23.9 Debarment:** Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

**23.10 Direct Purchase:** County may purchase materials, equipment and supplies directly from the Contractor's supplier instead of through Contract, forgoing the payment of sales and use taxes.

**23.11 Discriminatory Vendor:** Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

**23.12 Disposal of Wastes:** Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

**23.13 Dispute Resolution**: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

**23.14 Documentation**: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.



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**23.15 Drug Free Workplace:** Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

**23.16 Employees, Sub-Contractors and Agents:** All Contractor employees, Sub-Contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, Sub-Contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, Sub-Contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, Sub-Contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, Sub-Contractors, or agents. County shall have the right to review and approve any Sub-Contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its Sub-Contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their Sub-Contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

**23.17 Environmental Issues:** All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

**23.18 Equal Employment Opportunity:** Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed Sub-Contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any Sub-Contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying Sub-Contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring Sub-Contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state Sub-Contractors is NOT allowed.

**23.19 E-Verification System:** Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including Sub-Contractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

**23.20 Force Majeure Event:** Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume



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performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**23.21 Governing Law and Venue:** The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

**23.22 Governmental Restrictions:** If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

**23.23 Immigration and Nationality Act:** Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

**23.24 Inspection, Performance, Supervision:** County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of Contractor's Services.

**23.25 Lawful Claims and Demands:** Should any outstanding claims by Sub-Contractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

**23.26 Lobbying:** Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.



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**23.27 Materials, Services, and Facilities:** It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

**23.28 Non-Collusion:** Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or Sub-Contractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

**23.29 Patent and Copyright Responsibility:** Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

**23.30 Project Site Conditions:** Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

**23.31 Protection of Persons:** Contractor will be responsible for the safety of its employees and the employees of its Sub-Contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, Sub-Contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

**23.32 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Sub-Contractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

**23.33 Relationship:** Contractor is an independent Contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

**23.34 Risk of Loss:** Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

**23.35 Schedules, Reports and Records:** Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

**23.36 Scrutinized Companies:** Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

(c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

**23.37 Security and Confidentiality**: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, Sub-Contractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and Sub-Contractors. The warranties of this paragraph shall survive the Agreement.

**23.38 Severability:** If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**23.39 Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**23.40 Taxes:** Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through Contractor are exempt from sales, consumer, use and other similar taxes.

**23.41 Waiver:** The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

**23.42 Workforce Labor:** County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify Career Source CLM of all awards involving construction and other types of services. Career Source CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by Career Source CLM, to discuss hiring through its staff and services. Contractor's participation with Career Source CLM is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

**24.0 Authority**: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**IN WITNESS WHEREOF,** this Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Rick Marchand
Printed Name of Witness (1)

Signature of Witness (2)

Benjamin Schultz
Printed Name of Witness (2)

MAR-CON CONSTRUCTION, LLC DBA
MARBEK CONSTRUCTION, CO.

BY: _____
RICK MARCHAND, PRESIDENT

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 28th day of May, 2021, by Rick Marchand as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 28th day of May, 2021.

NOTARY PUBLIC Signature
Printed Name: Benjamin Schultz
Commission No.: GG205162
Expiration Date: 4/9/22

SEAL

Notary Public State of Florida
Benjamin Schultz
My Commission GG 205162
Expires 04/09/2022

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



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## EXHIBIT "A"
## SCOPE OF WORK

Scope of work consists of removing the existing bi-fold door on the FBO hangar and replacing it with a new, electrically operated, hydraulic door. This item includes the furnishing and installing of all equipment, materials, tools, structural components and modifications, anchorage, concrete work, electrical work, building modifications, field measurements, verification of existing site conditions, testing, and labor to provide a complete and operational replacement hangar door system for the hangar. This item shall include removal and disposal of the existing bi-fold door and operator system. This item shall also include design and permitting for the replacement door, as applicable.

### REFERENCE TO STANDARDS

1. Florida Building Code (FBC), Sixth Edition (2017) or most current issue in force
2. NFPA 70 - National Electrical Code (NEC), most current issue in force.
3. NFPA 70E – Standard for Electrical Safety in the Workplace
4. NFPA 409 – Standard of Aircraft Hangars, 2016 Edition or most current issue in force.
5. Occupational Safety & Health Administration (OSHA).
6. OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout (LOTO) procedures.
7. Applicable Local, State, and Federal Codes and Regulations.

### SUBMITTALS

The Contractor shall furnish shop drawings for approval before ordering equipment and/or materials. Shop drawings shall be clear and legible. Copies that are illegible will be rejected. The preferred shop drawing submittal format shall be electronic (PDF) copies. Shop drawings shall include the following information:

1. Product data; Shop Drawings showing specifications, details, dimensions, metal sheeting, connections, materials, structural components for the hangar door; structural design calculations sealed by a Licensed Professional Structural Engineer registered in the State of Florida; Include information for hangar door motor operator, including operating voltage, horsepower rating, recommended branch circuit wire sizes, recommended over- current protection, and installation requirements.
2. Electrical equipment and materials; submit details and cut sheets on electrical equipment, and any other equipment furnished with the hangar door and manufacturer's installation instructions.
3. Warranty information for hangar door and systems. Hangar door shall be warrantied for a period of no less than 5 years from the date of Substantial Completion.
4. Manufacturer Qualifications: A qualified manufacturer experienced in design and manufacturer of the specified type and similar size of hangar door to that indicated for this project for a continuous period of not less than five years.
5. Installer/Erector Qualifications: An experienced installer/erector who specializes in erecting and installing hangar doors of the specified type and similar size to that indicated for this Project, and who is acceptable to manufacturer.

### EXISTING CONDITIONS

Contractor shall field verify existing site conditions. Dimensions noted in this specification for the existing FBO Hangar door and opening are based on record drawings and are **approximate** dimensions. Contractor shall confirm **actual dimensions** to provide replacement doors that will accommodate and be compatible with the existing hangar. Contractor shall also confirm the proposed hangar door operators are compatible with the available site electrical distribution and voltage system and provide hangar door operators that are suitable for use on the respective electrical distribution system.

### DESIGN AND MATERIALS

The replacement door for the hangar shall be a hydraulically operated hangar door as manufactured by Higher Power Hydraulic Doors or pre-approved equal (manufacturers must be submitted for pre-approval prior to bid submittal). The replacement door shall be designed to meet the wind load requirements for the installation

location (140 mph or current Florida Building Code for the area, whichever is higher). The door shall be self-supporting/free-standing such that it does not impose loads to the existing hangar structure. Modifications to the building will be subject to the approval of the owner.

The manufacturer of the hangar door to be installed shall be clearly identified and submitted with the bidder's Bid Submittal.

Contractor shall provide complete design services under the direction of Florida Licensed Professional Engineer(s) as required. Engineering disciplines needed may include structural, geotechnical, mechanical and electrical disciplines. Contractor is responsible for obtaining permits from jurisdictional regulatory authorities, including any engineering, testing and inspections necessary.

The hangar door shall adhere to the following specification:

A. Hangar door shall operate using a door roller/cam system and hydraulic cylinders mounted inside vertical side columns to lift the door and tilt up into the horizontal position. A portion of the door will extend into the building when open.

B. Hangar doors shall be constructed of steel. Structural steel, tubing, welding shall meet applicable local and Florida Building Code design, permitting and safety requirements and includes door jambs, any cam units, bearing assemblies, blocks, and other hardware necessary to provide a safe and functional door system. Door framing, supports, and other steel components shall be factory primed and top coat finish painted to match existing hangar and door framing.

C. Doors shall be equipped with fastening devices, as required, to secure them against wind either in the closed or open position. All required hardware, controls, cables, and/or tracks to provide smooth, uncomplicated operation shall be installed. The doors must be capable of being easily operated by installed controls and meet the clear space requirements.

D. The hangar doors shall match the existing door opening size (door framed opening is 22 feet high and 90 feet 8 inches wide). The finished clear height opening dimension may be reduced up to 13 inches from the existing framed opening size to accommodate the new door and the finished clear width opening may be reduced up to 12 inches from the existing framed opening size on each side of the door to accommodate the new door. Contractor shall field verify existing dimensions and conditions and provide a replacement hangar door that is compatible with the existing opening and hangar. Existing and proposed clear opening dimensions shall be reviewed with the Owner's representative after field verification and prior to any fabrication.

E. Hangar doors shall be clad with 24-gauge (min.) pre-enameled ribbed metal sheeting to match the building color. Ribbed metal sheeting shall have profile to match existing. Framing around the existing opening to accommodate the replacement door, if required, will be the responsibility of the contractor.

F. Contractor will be required to clean, prep, and paint the existing side of the hangar where the door is installed to provide a uniform appearance between the existing hangar and new elements. Paint shall be fluoropolymer or other owner-approved topcoat material suitable for the application. Color will be required to match the new hangar door, subject to approval by owner.

G. Door insulation shall have a minimum R-value of 11. It shall be fiberglass blanket faced with flexible vapor barrier. Insulation and facing (as a composite material) shall carry an Underwriters Laboratories (U.L. Label) fire hazard rating indicating flame spread of 25 or less. Insulation shall be reinforced vinyl faced, white in color with 30 lb. Kraft paper backing at areas. Vinyl thickness to be 2 mil. minimum. The insulation shall be applied in accordance with the respective door manufacturer's recommendations. Sheeting to protect the insulation on the interior of the door shall be provided, with vinyl sheeting considered a minimum acceptable material.

H. Personnel door shall be heavy duty steel frame with lever and lock compatible with existing door lock cylinder. Door shall be keyed to match existing door. Door shall swing outward or as required by code. Personnel door shall include minimum 6" x 24" impact rated window.

I. Hangar door columns will be anchored in accordance with the manufacturer's recommendations.

J. All associated structural components and modifications, anchorage, fasteners, bolts, supports, hardware, flashings, and incidentals to provide a complete hangar door system that is compatible with the existing hangar.

K. Hydraulic drive units for each hydraulic piston with 20 hp (min.) motor suitable for use on the respective



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voltage and distribution system available at the Hangar. The Hangar service is a 208Y/120 VAC, three phase, 4-wire system. Furnish and install two (2) new 100A, 3P circuit breakers in existing MDP for new door motors. Breakers shall be suitable for the respective application. Install new wiring in existing (or new) conduits to new door motors. Motor horsepower ratings shall be confirmed with the respective door manufacturer and the associated electrical wiring, conduits, circuit breakers, etc. shall be adjusted (increased) where applicable to comply with National Electrical Code and the respective manufacturer's recommendations and/or requirements.

L. The drive unit must include a safety brake or similar feature to lock the door in position in the event of electrical or hydraulic pressure loss.

M. Include up/down limit switches for top and bottom automatic shut-off.

N. New control unit shall include 3 position "Open-Close-Stop" push button control station with appropriate motor starter and accessories, sized for the respective motors. The door operator shall include safety shields for protection of moving parts and include a safety override control.

O. All power, control, and limit switch wiring shall comply with the requirements of NEC Article 513.

P. The door must include an automatic locking/unlocking mechanism during door closing and opening operations.

Q. Seals and Weather strip: Top, bottom and side seals and/or weather strips shall be included in the design.

R. Adjust location of interior bay light fixtures as necessary to accommodate door in the open position.

S. The hangar door shall be 'day-lighted' upon completion and all areas sealed to the satisfaction of the Engineer.

**ELECTRICAL GENERAL.**

The Contractor shall furnish and install all electrical materials necessary for complete and operational installation of the door operator, as stipulated in the respective item and as shown on the approved and permitted plans. The complete installation and wiring shall be done in a neat, workmanlike manner. All electrical work shall comply with the requirements of the NFPA 70-National Electrical Code (NEC) most current issue in force, the respective equipment manufacturer's directions, and all other applicable local codes, laws, ordinances, and requirements in force. Electrical equipment shall be installed in conformance with the respective manufacturer's directions and recommendations for the respective application. Any installations which void the UL listing, Intertek Testing Services verification/ETL listing, FM approval, (or other third-party listing), and/or the manufacturer's warranty of a device will not be permitted:

A. The Contractor should examine the proposed site to evaluate the complexity of the work.

B. Contractor shall keep a copy of the latest NEC in force on site at all times during construction for use as a reference.

C. Contractor shall keep a copy of the permitted plans, project manual, specifications, including any addenda, and copies of any change orders on site at all times during construction.

D. Electrical work shall be performed by a qualified electrical contractor meeting the requirements of the respective Authority of Jurisdiction and applicable local codes and ordinances. Contractor is responsible for arranging and coordinating all licenses, permits, inspections, and approvals with the respective Authority of Jurisdiction Building Inspector and/or Electrical Inspector.

E. Per NEC 513, aircraft hangars are classified as a Class 1, Division 2, Group D hazardous location for a level of 18 in. above the floor for the entire area of the hangar. Per NEC 513.3(C) "VICINITY OF AIRCRAFT" The area within 5 feet horizontally from aircraft power plant or aircraft fuel tanks shall be classified as a Class 1, Division 2, Group D hazardous location that shall extend upward from the floor to a level 5 feet above the upper surface of wings and of engine enclosures. All electrical installations in the hangar shall conform to the applicable sections of NEC 500, 501, and 513 in addition to the other applicable sections of NEC. Where electrical equipment is installed in a classified hazardous location, it shall be suitable for use in the respective classified hazardous location. Where possible, avoid installation



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of electrical equipment, raceways, and wiring in the classified hazardous areas of aircraft hangars.

F. Motor and electrical systems for hangar doors shall be mounted 18 inches. or more above the floor to comply with the requirements of national Electrical Code Article 513-Aircraft Hangars.

G. All fixed wiring in the hangar, but not within a Class I location, shall be in metal raceways to meet the requirements of National Electrical Code Article 513.7.

H. Electrical installations in the hangars shall also comply with the applicable sections of NFPA 409 Standard on Aircraft Hangars (most current issue in force).

I. Contractor shall coordinate work and any power outages to buildings located on the airport with the Airport Director/Manager and/or the respective building personnel. Any shutdown of existing systems shall be scheduled with and approved by the Airport Director prior to shut down. Once shut down, the circuits shall be labeled as such to prevent accidental energizing of the respective circuits. All personnel shall follow OSHA 29 CFR Part 1910 Occupational Safety and Health Standards for electrical safety and lockout/tagout (LOTO) procedures, including, but not limited to, 29 CFR Section 1910.147 The Control of Hazardous Energy (LOTO).

J. Contractor shall confirm that the hangar door operator is compatible with the respective voltage and power distribution system available on site. Based on field data it is understood that the respective hangar has a 208/120 VAC, 3 phase, 4 wire service and distribution system. Contractor is responsible to confirm the respective electrical distribution system and provide equipment and materials to accommodate the respective hangar door operator and controller system.

K. Provide proper working clearances about electrical equipment in accordance with the requirements of National Electrical Code.

L. All electrical equipment installed by the Contractor shall be properly labeled to identify the equipment and/or function, power source, and voltage.

M. Where electrical equipment is located on damp or wet walls or locations as directed, it shall be "stand-off" mounted 1/2 in. from the wall in a manner so that the rear of the equipment is freely exposed to the surrounding air. The Resident Engineer shall approve the method of mounting before equipment is mounted.

## SCHEDULE

The awarded Contractor shall complete the project within the specified contract time of 66 calendar days, which shall be subject to the following limitations:

1. Contractor shall complete all site measurements, engineering, design, submittals, and permitting within 45 calendar days from the Notice to Proceed. Contractor shall provide documentation to Owner once permit application has been submitted to Citrus County Building Division. Permitting delays that are beyond the control of the contractor or his subcontractors/suppliers, where suitable documentation has been submitted to the Owner, shall be entitled to an adjustment of the contract time.
2. Following permit approval, and upon furnishing satisfactory evidence that the hangar door has been ordered and a delivery timeframe has been established, the Contract Time will be stopped. The Contract Time will remain stopped until delivery of the hangar door from the manufacturer.
3. Following receipt of the hangar door from the manufacturer, the Contractor shall complete all work within 21 calendar days. This includes time for removal of the existing door, installation of the hangar door, building modifications, electrical work, painting, testing, adjusting, and all other required work. The Contractor will be allowed a maximum of 14 calendar days within this period that the hangar door may be inoperable.

## METHOD OF MEASUREMENT

Scope of work shall be measured as one lump sum that includes design, permitting, furnishing and installing of all equipment, materials, tools, structural components and modifications, anchorage, electrical work, removal and disposal of existing door, field measurements, verification of existing site conditions, testing, and labor to provide complete and operational replacement hangar door system for the hangar and shall include all ancillary work necessary for the item.



Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

| EXHIBIT "B" |
| --- |
| ITB 21-072<br>(RE-BID) Inverness Airport Fixed Base Operator Hangar Door Replacement Project |
| LUMP SUM BID |
| Marbek Construction Co |
| $204,800.00 |

Attachment: 6-22-21 ITB 21-072 Agenda Docs (12968 : ITB 21-072 Inverness Airport FBO Hangar Door Replacement; Marbek Construction Co.)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange Lien Data, LLC |
| **AGENDA DATE:** | **June 22, 2021** |

## BRIEF OVERVIEW:

On March 12, 2019, City of Delray Beach awarded an Invitation to Bid No. 2019-06 to Orange Lien Data, LLC for a period of three years with an option to renew for an additional two (2) one-year renewal periods to provide lien searches for the City of Delray Beach.

On April 13, 2021, Board approved to piggyback the City of Delray Beach agreement with Orange Lien Data, LLC to provide lien searches for County's Code Compliance Division at the same cost as City of Delray Beach of $12.50 per report.

Staff is now requesting to amend the Agreement to add the following services to the scope of services at the same cost per report: searches of open or expired building permits and searches of active code violations.

## BUDGET IMPACT/FUNDING SOURCE:

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

$50.00 will be collected for each research request. Contractor will receive $12.50 per research request for these services. The remainder of $37.50 will be going into a revenue account for each research request.

## RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Orange Lien Data, LLC to provide additional scope and outline the detail cost.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2021

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 have ADDITIONAL INSURED provisions or 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
Blanchard Insurance
999 Douglas Ave Suite 1109
ALTAMONTE SPRINGS, FL 32714
License #: L059183

CONTACT NAME: Marc Grossman
PHONE (A/C, No, Ext): (407)788-8640 FAX (A/C, No): 407-774-5195
E-MAIL ADDRESS: marc@blanchardinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Hartford | |
| INSURER B : FLorida Citrus, Business & Industries Fund | |
| INSURER C : General Star Indemnity Company | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
ORANGE LIEN DATA
1339 ARLINGTON ST
ORLANDO, FL 32805

**COVERAGES** **CERTIFICATE NUMBER: 00010161-149363** **REVISION NUMBER: 6**

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | Y | 33SBMAJ1M3D | 10/25/2020 | 10/25/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 33SBMAJ1M3D | 10/25/2020 | 10/25/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 10668329 | 01/07/2021 | 01/07/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Errors & Omissions | | | IJA387608 | 11/08/2020 | 11/08/2021 | Each Claim | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W Sovereign Path - Ste 266
LECANTO, FL 34461

**CANCELLATION**

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
Marc Grossman
(MIG)

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ACORD 25 (2016/03)

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Printed by MIG on March 04, 2021 at 12:56PM

Attachment: 6-22-21 PB 21-061 Agenda Docs (12978 : PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange

# The Hartford Financial Services Group, Inc.

**AMB #: 058707** **FEIN #: 133317783**

Stock Ticker: New York Stock Exchange NYSE HIG

**Administrative Office**
One Hartford Plaza
Hartford, Connecticut 06155-0001 United States
**Web:** www.thehartford.com
**Phone:** 860-547-5000

Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a- (Excellent) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 19, 2020 |
| **Initial Rating Date:** | August 28, 2003 |

**Short-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Short-Term:** | AMB-1 (Outstanding) |
| **Outlook:** | |
| **Action:** | Affirmed |
| **Effective Date:** | June 19, 2020 |
| **Initial Rating Date:** | August 28, 2003 |

# General Star Indemnity Company

**AMB #: 003806** **NAIC #: 37362** **FEIN #: 060876629**

**Administrative Office**
120 Long Ridge Road
Stamford, Connecticut 06902 United States
**Web:** www.generalstar.com
**Phone:** 203-328-5700
**Fax:** 203-328-5082

**AM Best Rating Unit:** AMB #: 058383 - General Re Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on AM Best's analysis, 058334 - Berkshire Hathaway Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A++ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | March 19, 2020 |
| **Initial Rating Date:** | June 30, 1980 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa+ (Superior) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | March 19, 2020 |
| **Initial Rating Date:** | August 16, 2006 |

Attachment: 6-22-21 PB 21-061 Agenda Docs (12978 : PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange

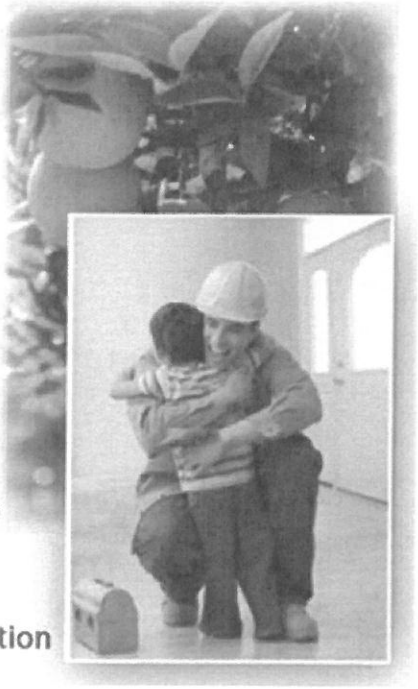
**FCBI is not rated with AM Best. We are a self-insured fund and therefore, have never been rated. I am attaching some additional information on our Fund that you may find helpful. As you can see, we are a financially strong company that has been in the marketplace for 40 + years with our Reinsurance partners rated A+. Per FL statute a contract cannot require a rating when dealing with a self- insured fund, see attached excerpt (last document). Let me know if you have any questions.**

FCBI
"Your Workers' Compensation Solution"

# FINANCIAL SCORECARD

As of March 31, 2019

- ✓ Net Writing Ratio = 1.5 to 1
- ✓ Surplus = $46,000,000
- ✓ Admitted Assets = $129,000,000
- ✓ Gross Written Premium= $75,000,000
- ✓ Total Dividends paid since 2006 = over $35,000,000
- ✓ Number of Policyholders = over 6,000
- ✓ Reinsurance coverage = A or Higher Rated Carriers
- ✓ Excess Insurance above reinsurance =
  A+ rated Safety National with unlimited coverage
  Member of Workers' Compensation Guaranty Association



Attachment: 6-22-21 PB 21-061 Agenda Docs (12978 : PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange

Attachment: 6-22-21 PB 21-061 Agenda Docs (12978 : PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange

## Amendment No. 1 to the Agreement
## PB 21-061
## City of Delray Beach ITB 2019-016 Lien Search Services

**THIS AMENDMENT** is made and entered into by and between Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), and Orange Lien Data, LLC, a limited liability company registered to do business in Florida (hereinafter referred to as "Contractor").

**WHEREAS,** On April 13, 2021 County and Contractor entered into an Agreement for Services to provide Lien Search Services through March 11, 2022 with an option to renew for two (2) additional one-year periods; and

**WHEREAS,** County and Contractor desire to amend the Agreement to provide that Contractor will provide, in addition to lien search services, searches of open or expired building permits and active code violations and report the search results in an electronic manner via a secure web-based platform. Contractor will be given all necessary data, either in raw format, or via VPN connection to ensure information reported on Building Permits and Code Enforcement requests are accurate; and

**WHEREAS,** County and Contractor desire to further amend the Agreement to include that the Contractor will collect a $50 fee for each report, retain $12.50 of the fee and remit the remaining $37.50 to the County.

**NOW THEREFORE,** in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.
2. County and Contractor hereby amend the Agreement to provide that Contractor will provide, in addition to lien search services, searches of open or expired building permits and active code violations and report the search results in an electronic manner via a secure web-based platform.
3. Contractor will collect a $50 fee for each report, retain $12.50 of the fee and remit the remaining $37.50 to the County.
4. County and Contractor agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

INITIAL

**IN WITNESS WHEREOF**, this Amendment No. 1 to the Agreement is accepted by the parties as of the date noted below.

ORANGE LIEN DATA, LLC

Signature of Witness (1)

Jarah Lynn Hney
Printed Name of Witness (1)

Signature of Witness (2)

BY: _____
TIM HEALY, PRESIDENT

Benjamin Goldberg
Printed Name of Witness (2)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 2ND day of JUNE, 2021, by TIM HEALY as PRESIDENT who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 2ND day of JUNE, 2021.

Official use only

Mary Jane Cruz
NOTARY PUBLIC Signature
Printed Name: MARY JANE CRUZ
Commission No.: GG 178763
Expiration Date: 1/24/2022

SEAL

Notary Public State of Florida
Mary Jane Cruz
My Commission GG 178763
Expires 01/24/2022

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

INITIAL



Attachment: 6-22-21 PB 21-061 Agenda Docs (12978 : PB 21-061 Amendment No. 1; City of Delray Beach #2019-016 Lien Search Serv; Orange

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire & Safety, LLC |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On July 10, 2018, Board awarded PB 18-081 Lake County, Florida, contract No. #17-0606L to provide Fire Equipment Parts, Supplies & Services to Ten-8 Fire Equipment, Inc.

Effective January 1, 2021, Ten-8 Fire Equipment, Inc. merged with Georgia based Ten-8 Fire & Safety Equipment of Georgia, LLC with no change of control, operation or personnel.

Staff desire to amend the Agreement to reflect the new name of the merged companies as Ten-8 Fire & Safety, LLC.

No cost difference is associated with the Amendment.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 3200-55200 | Operating Su | $54,812 | $37,204 | $10,977 | $6,632 |

Fire Rescue-Operating Supplies

**RECOMMENDED ACTION:**

Approve and Authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Ten-8 Fire & Safety, LLC to continue to provide fire equipment, supplies and services to the County.

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/2021

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 have ADDITIONAL INSURED provisions or 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<br>Gifford-Heiden Ins Inc<br>111 E Venice Avenue<br>Venice, FL 34285`<br>Nicole T Gifford<br>941-484-0681 | CONTACT NAME: Russ Gifford<br>PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835<br>E-MAIL ADDRESS: |
| INSURED<br>Ten-8 Fire & Safety, LLC<br>Ten-8 Fire Equipment<br>Ten-8 Fire & Safety Equipment of Georgia<br>2904 59th Ave Dr E<br>Bradenton, FL 34203 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Valley Forge Insurance Co — 20508<br>INSURER B : National Fire Ins Co — 20478<br>INSURER C : Continental Casualty Co — 20443<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X Contract Liab<br>X XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | X | 2091595545 | 07/30/2020 | 07/30/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Emp Ben. | $ 1,000,<br>$ 100,<br>$ 15,<br>$ 1,000,<br>$ 2,000,<br>$ 2,000,<br>$ 1,000, |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X PIP $10000 X Gar Liab | X | X | 2071988532 | 07/30/2020 | 07/30/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,<br>$<br>$<br>$ |
| C | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10000 | | | 2048055914 | 07/30/2020 | 07/30/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 3,000,<br>$ 3,000, |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 2067574121 | 01/01/2021 | 01/01/2022 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,<br>$ 1,000,<br>$ 1,000, |
| B | Garage Liab | | | 2071988532 | 07/30/2020 | 07/30/2021 | OCC/AGG | 1m/ |
| B | GKLL Phy Dmg | | | 2071988532 | 07/30/2020 | 07/30/2021 | GKLL | 1,600, |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Citrus County, Florida is named as additional insured on General Liability and Automobile Liability. Citrus County, Florida is granted a waiver of subrogation on General Liability, Automobile Liability and Workers Compensation as per the requirements. Lake County Contract #17-0606L

**CERTIFICATE HOLDER**

CITR003

Citrus County, Florida
3600 W. Sovereign Path #266
Lecanto, FL 34461

**CANCELLATION**

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

Nicole Gifford

ACORD 25 (2016/03)

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Attachment: PB 18-081 AGENDA 6-8-2021 (12903 : PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire &

# Valley Forge Insurance Company

**A.M. Best #: 002132** **NAIC #: 20508** **FEIN #: 231620527**

**Administrative Office**
333 South Wabash Avenue
Chicago, IL 60604
United States
**Web:** www.cna.com
**Phone:** 312-822-5000
View Additional Address Information

Based on A.M. Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | June 30, 1948 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | June 21, 2005 |

# National Fire Insurance Company of Hartford

**A.M. Best #: 002129** **NAIC #: 20478** **FEIN #: 060464510**

**Domiciliary Address**
333 South Wabash Avenue
Chicago, IL 60604
United States
**Web:** www.cna.com
**Phone:** 312-822-5000

Based on A.M. Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | December 31, 1907 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | June 21, 2005 |

Attachment: PB 18-081 AGENDA 6-8-2021 (12903 : PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire &

# Continental Casualty Company

**A.M. Best #: 002128** **NAIC #: 20443** **FEIN #: 362114545**

**Domiciliary Address**
333 South Wabash Avenue
Chicago, IL 60604
United States
**Web:** www.cna.com
**Phone:** 312-822-5000

Based on A.M. Best's analysis, 050177 - Loews Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A (Excellent) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | June 30, 1922 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | a |
| **Outlook:** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | June 14, 2017 |
| **Initial Rating Date:** | June 21, 2005 |

Attachment: PB 18-081 AGENDA 6-8-2021 (12903 : PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire &

# Amendment No. 1 to Agreement
# PB 18-081
# Lake Co FL- # 17-0606L
# for Fire Equipment, Supplies & Services

**THIS AMENDMENT** is made and entered into by and between Ten-8 Fire & Safety, LLC, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WHEREAS,** On July 10, 2018 County and Ten-8 Fire Equipment, Inc. entered into an Agreement for Services to provide fire equipment supplies and services for Citrus County Fire Services; and

**WHEREAS,** Effective January 1, 2021 Ten-8 Fire Equipment, Inc. merged with Georgia based Ten-8 Fire & Safety Equipment of Georgia, LLC with no change of control, operation or personnel; and

**WHEREAS,** County and Contractor desire to amend the Agreement to reflect that Ten-8 Fire Equipment, Inc., is now known as Ten-8 Fire & Safety, LLC, a Florida Limited Liability Company; and

**NOW THEREFORE**, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby modify the Agreement to reflect Contractor's name change from Ten-8 Fire Equipment, Inc. to Ten-8 Fire & Safety, LLC.

3. County and Contractor, agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.



Attachment: PB 18-081 AGENDA 6-8-2021 (12903 : PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire &

**IN WITNESS WHEREOF,** this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

TEN-8 FIRE & SAFETY, LLC

Trade S Osborne
Signature of Witness (1)

Todd S. Osborne
Printed Name of Witness (1)

Deborah Dotter
Signature of Witness (2)

Deborah Dotter
Printed Name of Witness (2)

Cindy Morgan
BY: _____
CINDY MORGAN, VICE PRESIDENT OF
EQUIPMENT AND RESCUE SALES

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of May, 2021, by CINDY MORGAN as VICE PRESIDENT OF EQUIPMENT SALES & RESCUE SALES who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 11th day of May, 2021.

Official use only

Gladys B Miranda
NOTARY PUBLIC Signature
Printed Name: GLADYS B. MIRANDA
Commission No.: GG 282502
Expiration Date: 12-6-2022

GLADYS B. MIRANDA
MY COMMISSION # GG 282502
EXPIRES: December 6, 2022
Bonded Thru Notary Public Underwriters
SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



Attachment: PB 18-081 AGENDA 6-8-2021 (12903 : PB 18-081 Amendment No. 1; Lake Co. Fire Equipment Parts, Supplies & Serv;Ten-8 Fire &

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

As part of the continued effort to move forward with the Runway Extension project at the Crystal River Airport, the County needs to document 500 operations by jet aircraft requiring a 5,000 feet runway.

The Aviation Advisory Board evaluated three systems that are able to document the 500 operations needed at the Airport. Out of the three-systems evaluated, the system that is recommended is the Virtower System that includes a sensor and two antennas. This system records the Automatic Dependent Surveillance-Broadcasts (ADS-B).

Staff is requesting to award the aircraft monitoring system at the Crystal River Airport to Virtower, LLC at a cost of $6,000 per year.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 7201-53400 | Other Contra | $0 | $0 | $0 | $0 |

Requesting the Budget Transfer to be approved in the amount of $6,000.

**RECOMMENDED ACTION:**

a. Approve and Authorize the Chairman to execute the Software Service Agreement and fee schedule between Citrus County, Florida and Virtower, LLC for aircraft monitoring at the Crystal River Airport.

b. Approve related budget transfer.

# Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ENGINEERING

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Telephone: (352) 527-5446 Fax: (352) 527-5476
Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

**TO:** Linda Morse, Purchasing Manager

**THRU:** Randall S. Olney, Public Works Director RSO
Brian Kauffman, PE, Engineering Director BCK

**FROM:** Quincy D. Wylupek, Engineering Project Manager

**DATE:** May 12, 2021

**SUBJECT:** Aircraft Monitoring at the Crystal River Airport

As part of the continued effort to move forward with the Runway Extension at the Crystal River Airport, the County needs to document 500 operations by jet aircraft requiring a 5,000' runway.

The Aviation Advisory Board has evaluated three systems that are able to document the 500 operations needed. The systems are summarized as follows (please see detailed documentation attached):

1. The Vector System requires the installation of camera hardware and annual maintenance for a total cost of $74,602. This system takes pictures of the aircraft N-numbers and provides this data in software files.
2. The GARD System comes with a laptop, software, and a scanner and provides this data in software files. This system records radio communications and ADS-B (stands for Automatic Dependent Surveillance – Broadcast) and provides this data in software files. The cost for this System is $6,875/year.
3. The VirTower System comes with a sensor and two antennas. This system records the ADS-B. The cost for this System is $6,000/year.

The Aviation Advisory Board recommends the VirTower System, and Mr. Oliver has approved their recommendation.

Funding for this is TBD.

If you need any additional information, please contact me at x5488.

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™
Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com I sales@virtower.com

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

**VirTower Software Service Agreement**

This Software Service Agreement is made effective as of March 5, 2021, by and between **Crystal River Airport** (Service Recipient) and VirTower LLC ("VirTower") of 9160 Forum Corporate Pkwy, Fort Myers, Florida 33905.

1. **DESCRIPTION OF SERVICES.** Beginning **April 2021,** VirTower will provide to Service Recipient the services described in the attached Exhibit A (collectively, the "Services").

2. **SENSOR HOSTING.** VirTower requests that the Service Recipient host one VirTower sensor and associated antennas at the client's premises to increase the accuracy of the Services provided. The sensors would require power and internet access at the hosted location to be provided at the Service Recipient's expense. The accuracy of the software may be greatly reduced if sensors are not hosted.

3. **PROPRIETARY RIGHTS.** Service Recipient acknowledges and agrees that the software and hardware remain the property of VirTower LLC and constitute a trade secret of VirTower LLC.

4. **PAYMENT.** In consideration of the services to be performed by the Service Provider, the Service Recipient agrees to compensate the Service Provider for the services rendered via Check, Wire Transfer or Credit Card. Checks should be made payable to VirTower LLC, 9160 Forum Corporate Pkwy, Ste 350, Fort Myers, Florida 33905. Service Provider's fees for the services are specified in Exhibit B as attached.

5. **TERM.** This Agreement may be terminated by either party upon 60 days prior written notice to the other party. The term of this agreement shall be **3 Years**.

6. **CONFIDENTIALITY.** VirTower, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VirTower, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. This information includes actual airport operations numbers. VirTower and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement for a period of 5 years.

7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
   a. The failure to make a required payment when due.
   b. The insolvency or bankruptcy of either party.
   c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
   d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
   e. The occurrence of a default on the part of the Service Recipient of the Agreement pursuant to which Service Recipient obtained the Software.

8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later

virtower™

Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com I sales@virtower.com

Exhibit A

**VirTower as a Service**
**Deliverables**

**Aircraft Movements**

**Utilising VirTower sensors hosted by airports**

1) Tracking of airborne aircraft fitted with operational ADS-B within 30 miles of airport
2) Tracking of ground-based aircraft movement on airport grounds with operational ADS-B

**Geo-Fencing**

**GPS boundaries for airport operational areas are established with VirTower**

1) Geo-Fence Airport runways for detection of landings, take-offs and approaches.
2) Geo-Fence Airport aprons and designated aircraft parking areas for tracking of aircraft occupancy.
3) Geo-Fence Airport Commercial Hangers, FBO's and T-Hangers for tracking of aircraft occupancy.

**Air Operations**

**Recording of Aircraft Movements**

1) Record each take-off, landing and missed approach procedure.
2) Monitor for Part 91, Part 135 or Part 121 operations.
3) Detail local vs iterant operations.
4) Record aircraft by type, model and n number.
5) Listen to Tower. Ground or CTAF communications via web GUI (Available 2021)

**Ground Operations**

**Based Aircraft Database**

1) Create an automated based aircraft list, showing days and hours of residency at the airport.
2) Calculate accumulated parking time for visiting and based aircraft.
3) View ramp and hanger occupancy
4) View airport staff or contractors on airport grounds via installed VirTower GND app. (Available 2021)

**Graphical User Interface**

For visual display to airport operations personnel and terminal users

1) Airport operations screen with operations totals
2) Airport based aircraft screen displaying aircraft locations and durations
3) Airport arrivals and departures screen for terminal users
4) Event notifications on screen

**Reports**

**Generate daily, monthly or yearly reports of all data collected including**

1) Number of total operations
2) Operations by runway
3) Categories of aircraft
4) Types of operations such as part 135.
5) Self-fuel operation count
6) Aircraft operations by country

**Noise Abatement Feature**

1) Graphical user interface with goggle street and satellite view
2) Search window for address and associated flight data
3) Multiple flight view map
4) Selected flight view map and aircraft altitude at time
5) PDF report generation of flight and address location
6) Noise sensitive area geofencing and alerting
7) Noise curfew alerting

Note: Tracking of transponder only aircraft to be provided at no additional cost.



Exhibit B



Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# virtower™

## Airport Operations Tracking

"We have already witnessed an immense value for our operations staff."

Andrew Bennett, ACE
Operations Manager IMM & X01
Collier County Airport Authority

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

"Virtower is a valuable resource providing operations data and reporting, complementing our tower counts as well as granting us first time access to afterhours operations counts."

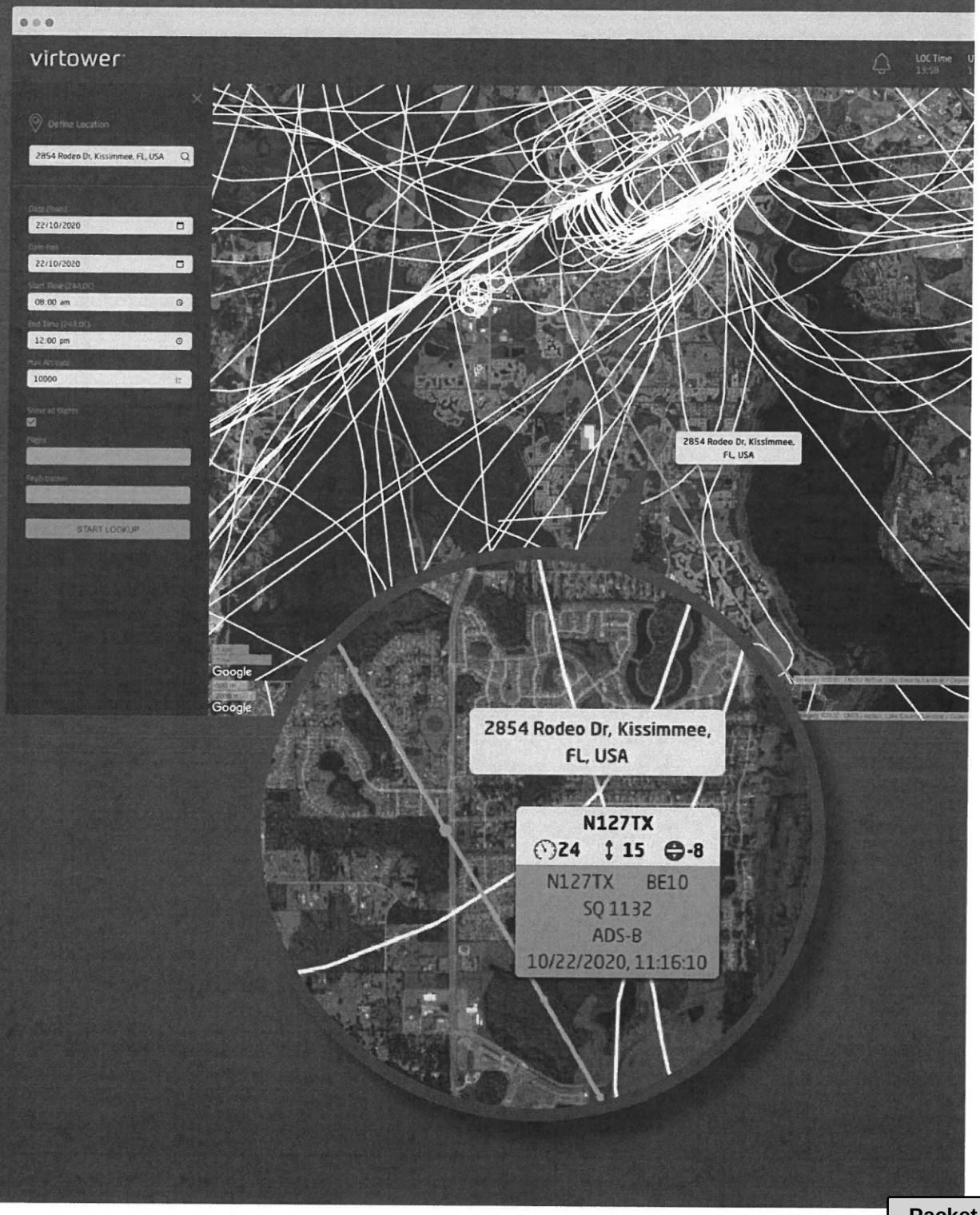
"The real-time access to aircraft operations has become a necessity, allowing oversite of our flight school aircraft operations and locations in the air and on the ground."

**John Helms | Airport Director BOW | Bartow Executive Airport**

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# Noise Abatement

Noise abatement issues can be resolved quickly with Virtower recording aircraft tracks for later investigation. Geo-Fences and alerts can also be created for specific noise sensitive areas.




Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

"The Virtower Program greatly assists airport operations and management of the Kissimmee Gateway Airport. Specifically, we utilize the program for accurate aircraft operation counts, especially during times when the air traffic control tower is closed; and to provide an accurate based aircraft count. In addition, we will use Virtower to assist justifying a full-length parallel taxiway for our main runway to enhance safety and efficiency."

"Currently, aircraft positioning to/from the West side of the airport cross the active runway. Virtower will provide a very accurate method of data collection to illustrate the current amount of active runway crossings to be eliminated with the new taxiway extension project."

**Shaun J. Germolus, A.A.E. | Director of Aviation ISM | Kissimmee Gateway Airport**

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

950 Herndon Parkway, Suite 460 Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

Timeka Carter
Airport Planner - American Infrastructure Development, Inc.
1645 Palm Beach Lakes Blvd., Suite 1200,
West Palm Beach, Florida 33401

Re: Crystal River Airport

March 2, 2021

Timeka:

Thank you for your interest in Vector's products, specifically VANTAGE, Vector's automated aircraft identification and tracking system for the Crystal River Airport (CGC). Vector's fully automated aircraft identification system will capture and identify departures and provide the airport with a complete inventory of these aircraft that can be used for a variety of purposes including data auditing, environmental studies, and operation statistics to name a few.

VANTAGE was originally developed to support our automated landing fee billing & collection service called PlanePass, which provides a turn-key service for airports interested in outsourcing this billing function. Over the last 15 years, Vector has been perfecting our aircraft identification technology and has deployed at more than 60 airports in the U.S. Our current VANTAGE system automatically integrates flight track and flight plan data with the camera image data, creating a hybrid system that provides the best possible aircraft identification solution.

As you are probably aware, the ability of FAA surveillance to identify general aviation aircraft operating under visual flight rules (VFR) is limited by the type of surveillance and the transponder equipage of the aircraft. Many GA aircraft are equipped with Mode A/C transponders that do not transmit their unique registration number and since the FAA assigns all VFR aircraft the common beacon code (1200), it makes it impossible to uniquely identify all aircraft using only their transponder.

The identification rate for aircraft operating at general aviation airports like Crystal River Airport typically varies between 25% to 80%. Vector's unique system of overlapping technologies can identify over 99% of operations at general aviation airports, regardless of transponder equipage. Our numerous references will attest to our ability to significantly improve their ability to identify the aircraft and aircraft operators that are utilizing their airports.

I have prepared this letter for budgetary purposes based on your interest in tracking and identifying aircraft operating at your airport. The VANTAGE automated aircraft ID system relies primarily on our proprietary aircraft ID pods to capture operations at the Airport and includes Airport Portal, our web-based user interface that allows the Airport to view the data for aircraft operations captured at CGC.

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

950 Herndon Parkway, Suite 460 Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

**Sample of Photographs Produced by Aircraft Identification Pod**

**Automated Image Processing**

As aircraft move in front of the Aircraft Identification Pods, multiple images are captured, transported wirelessly to the onsite Vector Airport data server, batched, and relayed to the Vector central server for automatic processing and posting on the web page. The following graphic illustrates how aircraft numbers are extracted from these images as well as direction of movement, which allows the Vector system to determine activity type (arrival/departure) and runway used, since camera location is also noted.

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

950 Herndon Parkway, Suite 460 Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

**Aircraft Identification Pod Locations – 2-Pod System**

After a careful analysis of CGC, the notional locations for a two Aircraft Identification Pod system required to identify departing aircraft at the airport are shown below. The Aircraft ID Pods are located adjacent to the taxiway and will capture aircraft using the main runway. These locations ensure that all aircraft, departing CGC, are captured and the time that they pass by the camera will be as close as possible to the departure captured by the NextGen surveillance, allowing Vector to correlate the identified aircraft with the flight tracks, if that option is selected.

**Aircraft Identification Pod Locations for CGC**

**Flight Track/Flight Plan Data - Option**

Vector can also use NextGen surveillance data as the source of aircraft identification at the airport in addition to the aircraft ID pods. This surveillance data is a combination of radar, ADS-B, and flight plan data. Below is a sample of the flight tracking data from the airport that can be used to capture operations for aircraft equipped with Mode S and ADS-B transponders. The data is imported nightly and fused with the photos to create a hybrid system. This data and pricing is shown below under "VANTAGE with Two Aircraft ID Pods – Surveillance Date Option".

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

950 Herndon Parkway, Suite 460 Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

The pricing below includes the surveillance data option. This pricing includes an annual subscription charge for the NextGen surveillance data of $3,500.

| VANTAGE with Two Aircraft ID Pods – Surveillance Data Option | |
|---|---|
| #1 System Hardware and Installation (one-time) | $ 61,102 |
| #2 Annual OPM&M (3% annual escalation) | $ 13,500 |
| First Year VANTAGE total | $ 74,602 |

| | |
|---|---|
| Second Year VANTAGE Total | $ 13,905 |

**Installation**

Final assembly and installation of the on-field equipment will require the Airport to receive the equipment, provide a covered facility to store and build the aircraft ID pods, and aid access the airfield to install and tune the cameras. The Vantage system also requires the installation of a remote server in a building with Airport-provided internet access and line-of-site to the cameras to allow wireless transmission of the photographic data across the airfield. The building must also support the installation of an external omni-directional antenna that will be mounted to the building roof or a wall.

**Optional VNOMS – Noise and Operations Management**

We have included pricing for Vector's noise and operations management system (VNOMS) in this proposal. VNOMS was developed specifically to handle the noise and operations management for small commercial and GA airports. VNOMS is now in use at ten airports in the U.S. including four in Florida. VNOMS can be added to the system at any time.

VNOMS has been designed to be easy to learn, easy to use, and focuses on answering community complaints quickly and efficiently. VNOMS integrates the operations data from the Vantage system. VNOMS automatically associates complaints with the responsible flight track, saving Airport staff from trying to manually associate the correct flight track to the complaint.

The VNOMS software was developed as an extension of Vector's Airport Portal. Airport Portal shows aircraft identification and operation data as graphs and reports, but VNOMS adds the capability to import flight tracking data, correlate the track data with the identification data, and to visualize this data as identified flight tracks on a map.

Some of the key VNOMS features include:

- Integrated aircraft identification and flight track correlation
- Low cost, low-maintenance, and easy to learn software
- Web-based application allows for data viewing, export and reporting from any web browser

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

Invisible Intelligence LLC

8 Mulliken Court
Augusta, ME 04330

# Proposal

| Date | Proposal # |
|---|---|
| 3/5/2021 | 110 |

| Name / Address |
|---|
| Timeka Carter<br>Crystal River Airport<br>718 N Lindberg Terrace<br>Crystal River. FL 34429 |

For questions regarding this proposal contact:
admin@invisibleintelligencellc.com

Note: Software is licensed, not sold.
Visit our website at:
ww.invisibleintelligencellc.com/software
to view a copy of the license agreement.

| Item | Description | Qty | Cost | Total |
|---|---|---|---|---|
| GARD ADSB | | | 6,800.00 | 6,800.00T |
| Shipping/Freight Charge | Shipping/Freight Charges | | 75.00 | 75.00 |

8 Mulliken Rd • Augusta, ME 04330 • www.InvisibleIntelligenceLLC.com
John Guimond: 207.485.8518 • Ron Cote: 207.485.5521 • Toll-free: 1.844.621.2227

| | |
|---|---|
| **Subtotal** | $6,875.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $6,875.00 |

**Agreement of Proposal:** By signing this proposal you agree to the terms listed.

| Phone # | E-mail | Web Site |
|---|---|---|
| 1.207485.5521 | info@invisibleintelligencellc.com | invisibleintelligencellc.com |

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

Invisible Intelligence, LLC

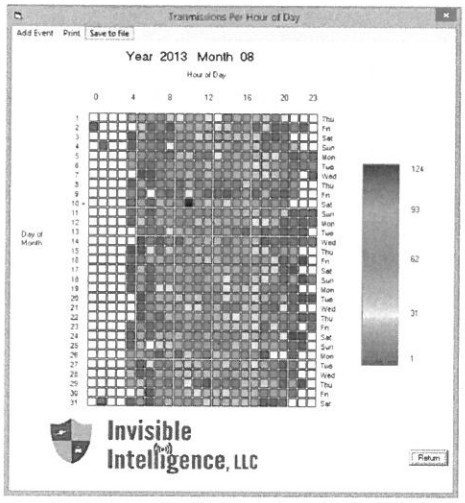
www.InvisibleIntelligencellc.com

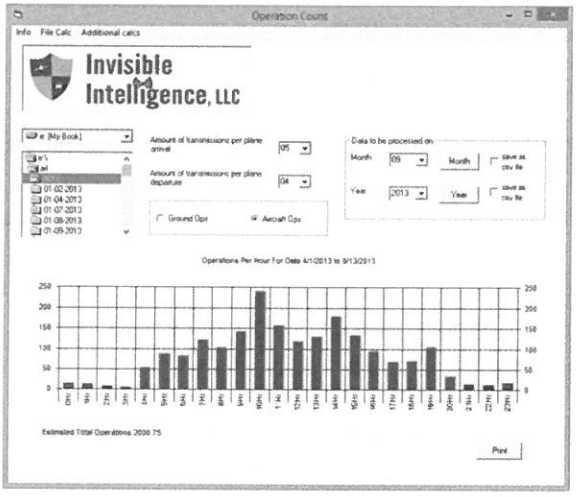
Call Us: 1.207.INVLLC1 (485.5521)

# Information Overview

Reasons to GARD® your airport:

- GARD is capable of recording and storing all your radio traffic on your UNICOM frequency.
- Do you know when the busiest month, day, and hours are?
- When should you bring in more staff?
- How many planes landed after you left?
- If you have a tower, can you get the audio files from them easily?
- How many maintenance movements do you have at your airport and when are they?
- Data collected can provide annual operations numbers.
- Data can be used for training airport users.
- GARD can assist in accident investigations.
- If something goes wrong, who said what?




**Protect your airport.**
**GARD your airport.**

Simple, cost effective software and specialized electronics.

G.A.R.D.
General Audio Recording Device

Product of Invisible Intelligence, LLC, © 2013 All Rights Reserved Proudly Made in USA

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

Invisible Intelligence, LLC

www.InvisibleIntelligencellc.com
Call Us: 1.207.INVLLC1 (485.5521)

# Frequently Asked Questions

**What is G.A.R.D.® and is it only for airports?**
G.A.R.D. (General Audio Recording Device) uses state of the art software, and proven electronics to deliver quality and reliability at an affordable price. G.A.R.D. software/hardware system can be used to monitor and record any radio traffic. G.A.R.D. is also capable of generating reports, such as transmissions per day, duration of transmissions, and average length of transmissions.

**What comes with the complete G.A.R.D.® Dashboard System?**
A complete system consists of laptop computer with 3.5 mm audio jack and audio out speaker, a G.A.R.D. unit, G.A.R.D. Invisible Intelligence software, and a scanner or radio. The system runs on Windows XP, Windows 7 or Windows 8. Depending on where the scanner is located, an outside antenna may be required. The total price does not include external antenna, shipping and tariffs.

**What kind of computer comes with the G.A.R.D.® Dashboard System?**
The computer we supply is a laptop with a 500 GB hard drive, 4 GB Ram, and Windows 8 operating system. The computer is voltage rated at 120 to 250 and can use and adapter plug for 240.

**How do I program the system with the right Unicom frequency?**
Customers provide us with the specific Unicom frequency for each airport that the G.A.R.D.® system will be installed at. The scanners are pre-programmed and all systems are tested prior to shipping to customers.

**Can G.A.R.D.® monitor and record more than one frequency?**
Currently G.A.R.D. only monitors one frequency per unit.

**How much does the complete G.A.R.D.® Dashboard System cost?**
Currently, the complete cost, excluding shipping, tariffs, and external antenna (if necessary), is $3,950 USD. * Please note that prices are subject to change.

**How long does it take to receive a system when ordered?**
Time can vary but the current production time is 3 weeks.

**Are there payment plans available?**
We understand all airports have very tight budgets. One of the owners of the company is also a manager of a small GA airport and that is why we kept the price affordable. If the price is an issue we can work with you to establish a payment plan to work with your budget.



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Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/27/2021

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: | |
|---|---|---|
| Hiscox Inc.<br>520 Madison Avenue<br>32nd Floor<br>New York, NY 10022 | PHONE (A/C, No, Ext): (888) 202-3007 | FAX (A/C, No): |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hiscox Insurance Company Inc | 10200 |
| INSURED<br>VirTower LLC<br>4110 Center Pointe Drive<br>Ste 220<br>Fort Myers, FL 33916 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | | UDC-4459646-CGL-21 | 04/14/2021 | 04/14/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ S/T Gen. Agg |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | UDC-4459646-CGL-21 | 04/14/2021 | 04/14/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | CGL HNOA Limit (per occurrence) | $ 300,000 |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Airport Operations Software

**CERTIFICATE HOLDER**

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto FL 34461

**CANCELLATION**

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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Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/28/2021

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**
Zeguro Insurance Services LLC
101A Clay Street, #280
San Francisco, CA 94111

CONTACT NAME: Abbey Gallegos
PHONE (A/C, No, Ext): (855) 980-0660 FAX (A/C, No):
E-MAIL ADDRESS: insurance@zeguro.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Steam Boiler Inspection & Insurance Co. | 11452 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Virtower LLC
4110 Center Pointe Drive, 220
Fort Myers, FL 33916

**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 | |
|---|---|---|---|---|---|---|---|---|
| | **GENERAL LIABILITY** | | | | | | | |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | **AUTOMOBILE LIABILITY** | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | ☐ WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| X | Cyber Risk Coverage | | | 0003394169 | 05/28/2021 | 05/28/2022 | Limit: $500,000 | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Issued for Evidence of Insurance.

The below is named Additional Insured:

Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461

**CERTIFICATE HOLDER**

**CANCELLATION**

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

Minerva Novoa

ACORD 25 (2010/05)

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Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2021

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: | | |
|---|---|---|---|
| Hiscox Inc.<br>520 Madison Avenue<br>32nd Floor<br>New York, NY 10022 | PHONE (A/C, No, Ext): (888) 202-3007 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: contact@hiscox.com | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Hiscox Insurance Company Inc | | 10200 |
| INSURED<br>VirTower LLC<br>4110 Center Pointe Drive<br>Ste 220<br>Fort Myers, FL 33916 | INSURER B : | | |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

**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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability | Y | | UDC-4459646-EO-21 | 04/14/2021 | 04/14/2022 | Each Claim:<br>Aggregate: | $ 2,000,000<br>$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Airport Operations Software

**CERTIFICATE HOLDER**

Citrus County, Florida, a political subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto FL 34461

**CANCELLATION**

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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Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

HISCOX

**Hiscox Insurance Company Inc.**

Policy Number: UDC-4459646-CGL-21
Named Insured: VirTower LLC
Endorsement Number: 18
Endorsement Effective: June 8, 2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# MODIFIED WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

You may waive your rights against another party so long as you do so in writing prior to: (i) an offense arising out of your business that caused a "personal and advertising injury"; or (ii) an "occurrence" that caused "bodily injury" or "property damage".

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)



Includes copyrighted material of Insurance Services Office, Inc., with its permission.

**Hiscox Insurance Company Inc.**

HISCOX
encourage courage®

**Endorsement 4**

NAMED INSURED: VirTower LLC

**E5042.1 Waiver of Subrogation**



**This endorsement is: (i) non-premium bearing; (ii) for an additional premium; or (iii) for a returned premium, depending upon the selection made below. All non-selected choices shall have no bearing on this Endorsement or the Policy whatsoever.**

In consideration of the premium charged;
**X** In consideration of the additional premium of $78.99;
In consideration of the returned premium of ;

it is understood and agreed that in Clause V. **OTHER MATTERS AFFECTING COVERAGE**, paragraph F. **SUBROGATION** is deleted in its entirety and replaced with the following:

F. **Subrogation**.

1. In the event of any payment by **Us** under this Policy, **We** shall be subrogated to all of **Your** rights of recovery to such payment.

2. **You** shall do everything that may be necessary to secure and preserve such subrogation rights, including but not limited to the execution of any documents necessary to allow **Us** to bring suit in **Your** name.

3. **You** shall do nothing to prejudice such subrogation rights without first obtaining **Our** written consent.

4. Any recovery shall first be paid to **Us** up to the amount of any **Damages** or **Claim Expenses** that **We** have paid. Any remaining amount shall be paid to **You**.

5. Notwithstanding the above, no subrogation shall be had against any **Insured.**

Notwithstanding the foregoing, to the extent **You** have waived **Your** rights of recovery, **We** also agree to waive **Our** subrogation rights in connection therewith, provided that **Your** waiver of **Your** rights is in writing and predates the first such **Wrongful Act** giving rise the **Claim** resulting in payment of **Damages** or **Claim Expenses** by **Us**.

All other terms and conditions remain unchanged.

Endorsement effective: June 8, 2021
Endorsement No: 4

Policy No.: UDC-4459646-EO-21

By: Kevin Kerridge
(Appointed Representative)

DPL E5042 CW (01/10)

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# Hiscox Insurance Company Inc.

AMB #: 003030 NAIC #: 10200 FEIN #: 986000550

**Administrative Office**
520 Madison Avenue 32nd Floor
New York, New York 10022
United States

**Web:** www.hiscox.com
**Phone:** 646-452-2353
**Fax:** 212-922-9652
View Additional Address Information

**AM Best Rating Unit:** AMB #: 051951 - Hiscox Ltd
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 051951 - Hiscox Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | A (Excellent) |
| **Affiliation Code:** | g (Group) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 04, 2020 |
| **Initial Rating Date:** | June 30, 1958 |

**Long-Term Issuer Credit** View Definition

| | |
|---|---|
| **Rating (Rating Category):** | a+ (Excellent) |
| **Outlook (or Implication):** | Stable |
| **Action:** | Affirmed |
| **Effective Date:** | December 04, 2020 |
| **Initial Rating Date:** | June 26, 2007 |

**Financial Size Category** View Definition

**Financial Size Category:** XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# The Hartford Steam Boiler Inspection and Insurance Company

AMB #: 000465 NAIC #: 11452 FEIN #: 060384680

**Mailing Address**
One State Street P.O. Box 5024
Hartford, Connecticut 06102-5024
United States

**Web:** www.HSB.com
**Phone:** 860-722-1866
**Fax:** 860-722-1881
View Additional Address Information

**AM Best Rating Unit:** AMB #: 003961 - Hartford Steam Boiler Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

---

Based on AM Best's analysis, 085011 - Munich Reinsurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength** View Definition

**Rating (Rating Category):** A++ (Superior)
**Outlook (or Implication):** Stable
**Action:** Affirmed
**Effective Date:** July 21, 2020
**Initial Rating Date:** June 30, 1922

**Long-Term Issuer Credit** View Definition

**Rating (Rating Category):** aa+ (Superior)
**Outlook (or Implication):** Stable
**Action:** Affirmed
**Effective Date:** July 21, 2020
**Initial Rating Date:** April 06, 2005

**Financial Size Category** View Definition

**Financial Size Category:** X ($500 Million to $750 Million)

u Denotes Under Review Best's Rating

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™

Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

**VirTower Software Service Agreement**

This Software Service Agreement is made effective as of April 30, 2021, by and between **Citrus County, Florida, a political subdivision of the State of Florida** (Service Recipient) and VirTower LLC ("VirTower") of 9160 Forum Corporate Pkwy, Fort Myers, Florida 33905.

1. **DESCRIPTION OF SERVICES.** Beginning **May 2021,** VirTower will provide to Service Recipient the services described in the attached Exhibit A (collectively, the "Services").

2. **SENSOR HOSTING.** VirTower requests that the Service Recipient host one VirTower sensor and associated antennas at the client's premises to increase the accuracy of the Services provided. The sensors would require power and internet access at the hosted location to be provided at the Service Recipient's expense. The accuracy of the software may be greatly reduced if sensors are not hosted.

3. **PROPRIETARY RIGHTS.** Service Recipient acknowledges and agrees that the software and hardware remain the property of VirTower LLC and constitute a trade secret of VirTower LLCinsofar as provided by Florida Law.

4. **PAYMENT.** In consideration of the services to be performed by the Service Provider, the Service Recipient agrees to compensate the Service Provider for the services rendered via Check, Wire Transfer or Credit Card. Checks should be made payable to VirTower LLC, 9160 Forum Corporate Pkwy, Ste 350, Fort Myers, Florida 33905. Service Provider's fees for the services are specified in Exhibit B as attached.

5. **TERM.** This Agreement may be terminated by either party upon 60 days prior written notice to the other party. The term of this agreement shall be **3 Years**.

6. **CONFIDENTIALITY.** VirTower, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of VirTower, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Service Recipient. This information includes actual airport operations numbers. VirTower and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement for a period of 5 years.

7. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:
   a. The failure to make a required payment when due.
   b. The insolvency or bankruptcy of either party.
   c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
   d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.
   e. The occurrence of a default on the part of the Service Recipient of the Agreement pursuant to which Service Recipient obtained the Software.

8. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

13. **FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if either party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. Section 14 not used.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.



Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™
Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

16. **NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

17. **WAIVER OF AGREEMENT RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. **SIGNATORIES.** This Agreement shall be signed on behalf of **Citrus County, Florida a political subdivision of the state of Florida** and on behalf of VirTower by Les Goldsmith, President and effective as of the date first above written.

19. **COUNTY FUNDS.** The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Consultant may not expend any County funds for the purpose of lobbying the legislature, local, and state agencies.

20. **PUBLIC RECORDS.** Vendor will keep and maintain public records required by the County to obtain the commodity. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Vendor will ensure that the 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 the term of the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to obtain the commodity. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY KINCH, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352)527-5235 EMAIL: NANCY.KINCH@CITRUSBOCC.COM;**

21. **Indemnification.** Vendor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of, Vendor, its sub-vendors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

22. **Insurance.** During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

**22.1 Minimum Insurance Requirements:** Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees, or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no



Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™
Aviation Tracking and Revenue Assurance

VirTower LLC
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

**22.2 Commercial General Liability:** Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

**22.3 Cyber Liability:** Coverage must be afforded in an amount not less than $25,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

**22.4 Other Insurance Provisions:**

**22.4.1** Vendor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**22.4.2** All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

**22.4.3** Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees, or volunteers.

**22.4.4** The Vendor's insurance coverage shall be primary insurance as respects the County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

**22.4.5** For all policies of insurance except Cyber Liability: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

**22.4.6** The Certificate Holder should read as follows: **Citrus County, Florida**, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

**22.4.7** It is the Vendor's responsibility to ensure that all sub-vendors comply with these insurance requirements. Vendors shall include all sub-vendors as insured under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

**22.4.8** All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

**22.4.9** All Certificates must show that Vendor's policies have been endorsed per the requirements.

For Service provider

DocuSigned by:
Les Goldsmith
986DAA39188044D...

Les Goldsmith
President
VirTower LLC

For Service Recipient

Citrus County, Florida
a political subdivision of the State of Florida

Scott Carnahan, Chairman
Board of County Commissioners



Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™

Aviation Tracking and Revenue Assurance

**VirTower LLC**
9160 Forum Corporate Pkwy, Suite 350,
Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

**Attachments**
Exhibit A - VirTower as a Service Deliverables
Exhibit B – VirTower as a Service Fee Schedule

File: VT Service Agreement v1.2

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

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Exhibit A

**VirTower as a Service**
**Deliverables**

**Aircraft Movements**
**Utilising VirTower sensors hosted by airports**
1) Tracking of airborne aircraft fitted with operational ADS-B within 30 miles of airport
2) Tracking of ground-based aircraft movement on airport grounds with operational ADS-B

**Geo-Fencing**
**GPS boundaries for airport operational areas are established with VirTower**
1) Geo-Fence Airport runways for detection of landings, take-offs and approaches.
2) Geo-Fence Airport aprons and designated aircraft parking areas for tracking of aircraft occupancy.
3) Geo-Fence Airport Commercial Hangers, FBO's and T-Hangers for tracking of aircraft occupancy.

**Air Operations**
**Recording of Aircraft Movements**
1) Record each take-off, landing and missed approach procedure.
2) Monitor for Part 91, Part 135 or Part 121 operations.
3) Detail local vs iterant operations.
4) Record aircraft by type, model and n number.
5) Listen to Tower. Ground or CTAF communications via web GUI (Available 2021)

**Ground Operations**
**Based Aircraft Database**
1) Create an automated based aircraft list, showing days and hours of residency at the airport.
2) Calculate accumulated parking time for visiting and based aircraft.
3) View ramp and hanger occupancy
4) View airport staff or contractors on airport grounds via installed VirTower GND app. (Available 2021)

**Graphical User Interface**
For visual display to airport operations personnel and terminal users
1) Airport operations screen with operations totals
2) Airport based aircraft screen displaying aircraft locations and durations
3) Airport arrivals and departures screen for terminal users
4) Event notifications on screen

**Reports**
**Generate daily, monthly or yearly reports of all data collected including**
1) Number of total operations
2) Operations by runway
3) Categories of aircraft
4) Types of operations such as part 135.
5) Self-fuel operation count
6) Aircraft operations by country

**Noise Abatement Feature**
1) Graphical user interface with goggle street and satellite view
2) Search window for address and associated flight data
3) Multiple flight view map
4) Selected flight view map and aircraft altitude at time
5) PDF report generation of flight and address location
6) Noise sensitive area geofencing and alerting
7) Noise curfew alerting

Note: Tracking of transponder only aircraft to be provided at no additional cost.

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

virtower™
Aviation Tracking and Revenue Assurance

VirTower LLC
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Fort Myers FL 33905
+1 888 31 70 747
virtower.com | sales@virtower.com

File: VT Service Agreement v1.2

Exhibit B

**VirTower as a Service**
**Fee Schedule**

**Citrus County, Florida a political subdivision of the State of Florida** confirms that they will incur and pay a monthly fee of $500 for the services for a term of 36 months starting May 2021 For the Crystal River Airport. Billed Annually or Monthly as desired.
Any additionally developed system functionality will be provided to **Citrus County, Florida a political subdivision of the State of Florida** at no additional cost.

Signed for

Scott Carnahan, Chairman
Citrus County, Florida
a political subdivision of the State of Florida

Signed for Virtower LLC

DocuSigned by:
Les Goldsmith
986DAA39188044D...

Les Goldsmith
President

Attachment: 6-22-21 Agenda Docs (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# Citrus County Board of County Commissioners
## Budget Transfer Form

June 2, 2021 — **Date**

001 — **Fund Number**

General Fund / Aviation — **Fund Title**

**Dept/Office/Division:** Public Works / Engineering / Avaiton

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 7201 | 53100 | 6,000 | | Professional Services |
| 7201 | 53400 | | 6,000 | Other Contractual Services |
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**Detailed Reason for Transfer:**

To provide Aircraft monitoring at the Crystal River Airport through the Virtower system (see attached) in effort to move forward with the Runway Extension as recommended by the Aviation Advisory Board during the April Advisory meeting.

**Division Approval:** Eric Kaff — Date: 6/2/21

**Department/Office Approval:** — Date: 6/3/21

**Management & Budget Approval:** — Date: 6/3/2021

**Board Approval:**

Attachment: Budget Transfer (12969 : AGR 21-093 Aviation Tracking & Revenue Assurance Software; Virtower, LLC)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc. |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On August 7, 2018, Board awarded BW 18-090 Traffic Signal Controllers to Temple, Inc as the only factory-authorized manufacturers' service representative for Florida to provide traffic signal controllers and used in accordance with the approved Traffic Signal Maintenance and Compensation Agreement between the Florida Department of Transportation (FDOT) and County. This Agreement provides for reimbursement to County for maintenance and operation of traffic signals on state maintained roadways on a yearly basis.

Staff desire to renew the Agreement with Temple, Inc and extend the duration of the Agreement to August 6, 2023.

**No cost increases.**

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance* |
|---|---|---|---|---|---|
| 4102-54600 | Repair & Mai | $192,420 | $157,886 | $11,350 | $23,185 |

Road Maintenance-Repair & Maintenance
*Available balance prior to award

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute the Amendment No. 1 to the Agreement between Citrus County, Florida and Temple, Inc., for the purchase of traffic signal controller devices.

# Board of County Commissioners
## Department of Public Works
### Road Maintenance Division
1300 S. Lecanto Hwy. Lecanto, FL 34461
Telephone: (352) 527-7610 Fax: (352) 527-7607
www.citrusbocc.com


Memorandum April 15, 2021

TO : Linda Morse, Purchasing & Contracts Manager, Department of Management & Budget

FROM : James L. Sterling, Road Maintenance Director

THRU : Randall Olney, Public Works Director

**SUBJECT : Renewal – BW 18-090 – Traffic Signal Controller Devices and Associated Hardware and Software**

Please process BW 18-090 – Traffic Signal Controller Devices and Associated Hardware and Software for renewal with Temple, Inc. in accordance with the provisions of renewal stated in the contract.

The current contract will expire on 8/6/2021, and the renewal will be for one two-year period.

This vendor has performed satisfactorily within the terms and conditions of the contract.

Please place this item on the Agenda.

JLS/dma

Attachment: BW 18-090 AGENDA (12957 : BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2021

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 have ADDITIONAL INSURED provisions or 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<br>Valent Group, LLC<br>255 Grant St. SE, Suite 404<br>Decatur AL 35601 | CONTACT NAME: Carrie Williams<br>PHONE (A/C, No, Ext): (256) 353-7931 FAX (A/C, No): (256) 350-5318<br>E-MAIL ADDRESS: cwilliams@valentgroup.com |
| INSURED<br>Temple, Inc.<br>P.O. Box 2066<br>317 Bank Street<br>Decatur AL 35602 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Travelers Property & Casualty Co of America<br>INSURER B : The Phoenix Insurance Company<br>INSURER C : Midwest Employers Casualty A+:XV — 23612<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: Master 2021/22 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Blanket Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER | Y | Y | Y-630-999K9226 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | 810-8M955708 | 04/01/2021 | 04/01/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Medical payments | $ 1,000,000<br>$<br>$<br>$<br>$ 5,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | Y | Y | CUP 3J12005A | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 1,000,000<br>$ 1,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 311000 AL/90-53092-01 | 01/01/2021 | 01/01/2022 | [X] PER STATUTE [ ] OTH-ER<br>E L EACH ACCIDENT<br>E L DISEASE - EA EMPLOYEE<br>E L DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract ID: BW 18-090
Citrus County, Florida, its officials, employees and volunteers are covered as additional insureds with respect to liability except for workers' compensation and professional liability. Coverage is primary and non-contributory. Waiver of subrogation in favor of Citrus County, Florida applies to the General Liability, Business Auto Liability, Umbrella, and Workers Comp. 30 day notice of cancellation will be added to the General Liability, Auto Liability, and Umbrella policies.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto FL 34461

CANCELLATION

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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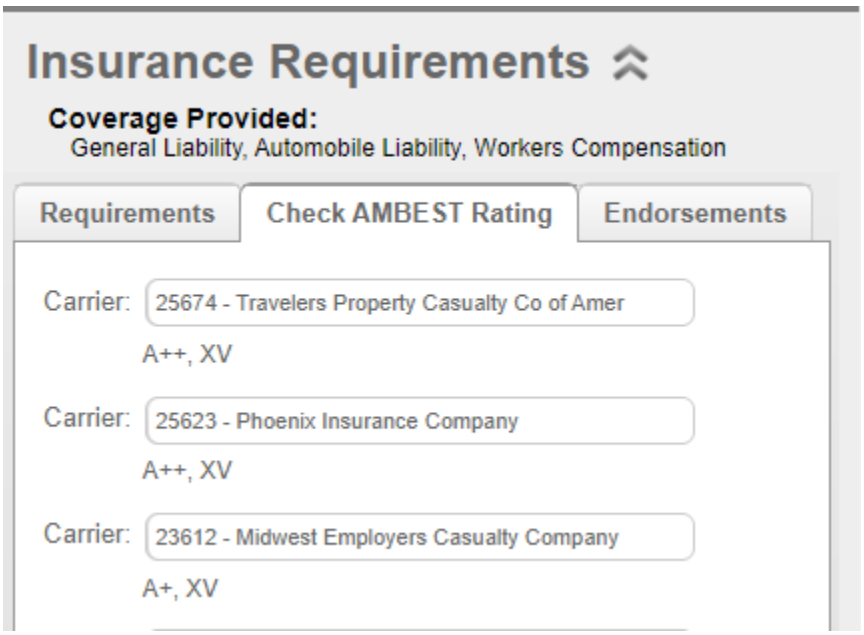
Attachment: BW 18-090 AGENDA (12957 : BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.)

AMBEST 2022 Temple




Attachment: BW 18-090 AGENDA (12957 : BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.)

# Amendment No. 1 to Agreement

## BW 18-090
## Traffic Signal Controllers

**THIS AMENDMENT** is made and entered into by and between Temple, Inc., a foreign corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WHEREAS,** On August 7, 2018 County and Contractor entered into an Agreement for the purchase of traffic signal controller devices and associated hardware and software for traffic signalization for a term of three (3) years with an option to renew for one (1) additional two (2) year period; and

**WHEREAS,** County and Contractor desire to amend the Agreement to exercise the option to renew the Agreement for an additional two (2) year term, extending the duration of the Agreement to August 6, 2023; and

**NOW THEREFORE**, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

2. County and Contractor hereby renew the Agreement for an additional two (2) year term, extending the duration of the Agreement to August 6, 2023.

3. County and Contractor, agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

Attachment: BW 18-090 AGENDA (12957 : BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.)

**IN WITNESS WHEREOF,** this Amendment No. 1 to Agreement is accepted by the parties as of the date noted below.

Pam Palmer
Signature of Witness (1)

Pam Palmer
Printed Name of Witness (1)

Sandra Payne
Signature of Witness (2)

Sandra Payne
Printed Name of Witness (2)

TEMPLE, INC.

BY: _____
FORREST TEMPLE, PRESIDENT

STATE OF Fl
COUNTY OF Hoggn

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 27th day of May, 2021, by Forrest Temple as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 27 day of May, 2021.

Tera Blue
NOTARY PUBLIC Signature
Printed Name: Tera Blue
Commission No.: _____
Expiration Date: 3-14-23

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____



Attachment: BW 18-090 AGENDA (12957 : BW 18-090 Amendment No. 1; Traffic Signal Controllers; Temple, Inc.)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | Budget Transfers |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Budget transfers increase the original budget for an expenditure account through a decrease in another expenditure account. These accounts must be within the same fund.

Utilities (3) - Allocate additional funds for grant related projects and for the sludge removal process due to the increased flows at water and wastewater facilities and for unanticipated shortfalls in various accounts.

Solid Waste - Allocate funds needed for additional maintenance repairs for the Leachate system.

Capital Improvement Program - Allocate funds for the purchase of replacement generator at the Lecanto Primary School.

Circuit Court - Allocate funds to purchase Brocade Switches for the Citrus County Jail that are required for the video first appearances.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

As detailed on every budget transfer form attached.

**RECOMMENDED ACTION:**

Approve budget transfers for Utilities (3), Solid Waste, Capital Improvement Program and Circuit Court for fiscal year 2020-21.

# Citrus County Board of County Commissioners
## Budget Transfer Form

| May 19, 2021 | 450 | Utilities Operating |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Citrus County Utilities

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 9000 | 56300 | 2,540,000 | | Improvements o/t Buildings |
| 9000 | 59100 | | 2,540,000 | Transfers |
| | | | | |
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**Detailed Reason for Transfer:**

Budgeted $ 2.5m to cover additional construction costs for CIP U2014-05 SMW Reuse project and $ 40,000 to cover CCU portion of CIP U2021-01 Sea Otter Path. This budget transfer moves the funds into the Transfers account to then be able to process budget resolutions moving the monies into the appropriate grant funds.

**Division Approval:** Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.05.19 13:56:25-04'00' Date:

**Department/Office Approval:** Ken Cheek Digitally signed by Ken Cheek Date: 2021.05.24 10:11:03 -04'00' Date:

**Management & Budget Approval:** Date: 5.25.2021

**Board Approval:**

OK DTHARRIS 5/26/2021

Attachment: BT062221 (12963 : Budget Transfers)

# Citrus County Board of County Commissioners
## Budget Transfer Form

| June 3, 2021 | 450 | Operating |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Citrus County Utilities

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 9000 | 53400 | 117,000 | | Contractual Services |
| 9000 | 55207 | | 52,000 | Chemicals |
| 9000 | 53426 | | 65,000 | Sludge Removal |
| | | | | |
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**Detailed Reason for Transfer:**

Increased flows at water and wastewater facilities is causing higher use of chemical feed sources for operatiion, process conrol and sludge processing and removal.

**Division Approval:** Gary Loggins Date: 06-03-2021

**Department/Office Approval:** Ken Cheek Digitally signed by Ken Cheek Date: 2021.06.03 09:51:47 -04'00' Date:

**Management & Budget Approval:** Date: 6/3/2021

**Board Approval:**

Attachment: BT062221 (12963 : Budget Transfers)

# Citrus County Board of County Commissioners
## Budget Transfer Form

| June 3, 2021 | 450 | Operating |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Citrus County Utilities

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 9000 | 60080 | 149,200 | | Reserves |
| 9000 | 55275 | | 75,000 | Computer Software |
| 9000 | 53416 | | 20,000 | Software as a Service |
| 9000 | 54615 | | 7,200 | Software Maint/Support |
| 9000 | 54500 | | 47,000 | Insurance |
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**Detailed Reason for Transfer:**

JV's 1805, 1807, 1808 processed by DMB for Infor Software purchase, set up and maintenance, created shortfalls in accounts. General Insurance premium increase created shortfall as well.

**Division Approval:** Gary Loggins Date: 06-03-2021

**Department/Office Approval:** Ken Cheek Digitally signed by Ken Cheek Date: 2021.06.03 12:34:11 -04'00' Date:

**Management & Budget Approval:** Date: 6/3/2021

**Board Approval:**

Attachment: BT062221 (12963 : Budget Transfers)

# Citrus County Board of County Commissioners
## Budget Transfer Form

May 24, 2021 — **Date**

401 — **Fund Number**

Long Term Care — **Fund Title**

**Dept/Office/Division:** Public Works/Solid Waste Management

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 5216 | 56300 | 15,000 | | Improve Other Than Building |
| 5216 | 54605 | | 15,000 | Equipment Maintenance |
| | | | | |
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**Detailed Reason for Transfer:**

These reallocated funds are needed to do additional maintenance repairs for the Leachate System.

**Division Approval:** Date: 5/25/2021

**Department/Office Approval:** Date: 5/28/21

**Management & Budget Approval:** Date: 5.28.202

**Board Approval:**

Attachment: BT062221 (12963 : Budget Transfers)

# Citrus County Board of County Commissioners
## Budget Transfer Form

| May 26, 2021 | 001 | General Fund |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Capital Improvement Program

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 9999 | 60999 | 18,843 | | Reserve Cash Forward |
| 2140 | 58100 | | 18,843 | Aid to Governmental Agency |
| | | | | |
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**Detailed Reason for Transfer:**

On March 9, 2021, the Board approved sharing half the cost to replace the Lecanto Primiary School generator which serves as a pet friendly shelter during an emergency.

**Division Approval:** *Prepared by Management & Budget* Date: 05/26/202

**Department/Office Approval:** *Prepared by Management & Budget* Date: 05/26/202

**Management & Budget Approval:** cpratt Date: 5.27.202

**Board Approval:**

Attachment: BT062221 (12963 : Budget Transfers)

# Citrus County Board of County Commissioners
## Budget Transfer Form

| June 2, 2021 | 093 | Article V Technology |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Circuit Court

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 5703-605 | 54615 | 17,500 | | Software / Maintenance Support |
| 5703-605 | 56400 | | 17,500 | Machinery & Equipment |
| | | | | |
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**Detailed Reason for Transfer:**

This transfer is necessary to purchase Brocade Switches for the Citrus County Jail, due to COVID-19 concerns. These switches are required for the video first appearances.

**Division Approval:** Date:

**Department/Office Approval:** Kathy Rector Date: June 2, 21

**Management & Budget Approval:** Date: 6/3/2021

**Board Approval:**

Attachment: BT062221 (12963 : Budget Transfers)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | Budget Resolution |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenue is not included in the original budget.

Amend - Stormwater and Road Maintenance budgets, State Housing Initiative Partnership (SHIP), Sugarmill Woods Golf Course Reuse Project and Garcia Point grant budgets.

Adopt - Retired Senior Volunteer Program (RSVP) grant budget.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

As detailed on budget resolutions attached.

**RECOMMENDED ACTION:**

Adopt and authorize the Chairman to execute a resolution adopting/amending Stormwater and Road Maintenance budgets, State Housing Initiative Partnership, Sugarmill Woods Golf Course Reuse Project, Garcia Point and Retired Senior Volunteer Program grant budgets for fiscal year 2020-21.

**RESOLUTION NO. 2021-**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2020-21 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2020-2021 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Citrus County desires to amend fiscal year 2020-2021 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

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

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 22nd day of June 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

SCOTT CARNAHAN, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 06-22-21res (12966 : Budget Resolution)

**Department of Management & Budget**
3600 W. Sovereign Path – Suite 266, Lecanto, FL 34461
(352) 527-5207 – FAX (352) 527-5219

# MEMORANDUM

**TO:** Members of the Board of County Commissioners

**FROM:** Colleen Scott, Director
Department of Management and Budget

**DATE:** June 22, 2021

**SUBJECT:** Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Stormwater budget recognizing the City of Crystal River contribution for maintenance of the restored areas in Kings Bay associated with Save Crystal River project.

2. Amend the Road Maintenance budget to record funds received for the State of Florida Department of Transportation for traffic signal maintenance services provided on State roadways. The funds will be used to purchase various replacement signal components.

3. Amend State Housing Initiative Partnership (SHIP) grant budget recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

4. Adopt the Retired Senior Volunteer Program (RSVP) grant budget providing funds to promote meaningful volunteer opportunities for 55 and older citizens of the county as approved and executed by the Board of County Commissioners on April 26, 2021.

5. Amend Sugarmill Woods Golf Course Reuse Project grant budget from Southwest Florida Water Management District (SWFWMD) providing additional funds needed to complete the project as approved and executed by the Board of County Commissioners on April 28, 2020.

6. Amend Garcia Point grant budget providing additional funds for the increase in engineering services and for the additional utility contributions above the required grant match requirements for the Sea Otter Path Project.

Attachment: 06-22-21res (12966 : Budget Resolution)

# Exhibit A

## 102 STORMWATER

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| 1 | Revenues | 102-369961 | REIMBURSEMENTS | $228,505 |
| | | | Total Revenues | $228,505 |
| 1 | Expenditures | 102-4105-53400 | OTHER CONTRACTUAL SERV | $20,000 |
| | | | Total Expenditures | $20,000 |

## 102 ROAD MAINTENANCE

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| 2 | Expenditures | 102-4102-54600 | REPAIR & MAINTENANCE | $208,505 |
| | | | Total Expenditures | $208,505 |

## 133W SHIP

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| 3 | Revenues | 133W-337550 | SHIP RECYCLED/PROG INCOME | $27,443 |
| | | | Total Revenues | $27,443 |
| 3 | Expenditures | 133W-5304W-51200 | REGULAR SALARIES & WAGES | $1,372 |
| | | 133W-5304W-53400 | OTHER CONTRACTUAL SERV | $26,071 |
| | | | Total Expenditures | $27,443 |

## 162A RETIRED SENIOR VOLUNTEER

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| 4 | Revenues | 162A-331690 | OTHER HS GRANTS - FEDERAL | $90,855 |
| | | 162A-381004 | COUNTY CASH MATCH | $32,560 |
| | | 162A-389910 | IN KIND | $6,378 |
| | | | Total Revenues | $129,793 |
| 4 | Expenditures | 162A-5379A-51200 | REGULAR SALARIES & WAGES | $74,534 |
| | | 162A-5379A-52100 | FICA TAXES | $5,701 |
| | | 162A-5379A-52200 | RETIREMENT CONTRIBUTIONS | $7,453 |
| | | 162A-5379A-52300 | LIFE & HEALTH INSURANCE | $13,670 |
| | | 162A-5379A-52400 | WORKERS' COMPENSATION | $292 |
| | | 162A-5379A-53100 | PROFESSIONAL SERVICES | $90 |
| | | 162A-5379A-54000 | TRAVEL & PER DIEM | $1,500 |
| | | 162A-5379A-54004 | TRAVEL - ADMINISTRATION | $198 |
| | | 162A-5379A-54005 | TRAVEL - VOLUNTEER | $8,043 |
| | | 162A-5379A-54201 | POSTAGE | $495 |
| | | 162A-5379A-54500 | INSURANCE | $2,641 |

Attachment: 06-22-21res (12966 : Budget Resolution)

# Exhibit A

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| *4* | *Expenditures* | 162A-5379A-54605 | EQUIPMENT MAINTENANCE | $672 |
| | | 162A-5379A-54615 | SOFTWARE MAINT/SUPPORT | $1,162 |
| | | 162A-5379A-55100 | OFFICE SUPPLIES | $1,000 |
| | | 162A-5379A-55107 | SUPPLIES - PROGRAM | $53 |
| | | 162A-5379A-55221 | MEALS | $2,331 |
| | | 162A-5379A-55250 | MISC. - IN KIND | $6,378 |
| | | 162A-5379A-55256 | VOLUNTEER RECOGNITION | $3,030 |
| | | 162A-5379A-55400 | DUES BKS SUBSCR MEM PUBL | $550 |
| | | | Total Expenditures | $129,793 |

## *450M SW GOLF COURSE REUSE PRJ*

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| *5* | *Revenues* | 450M-381450 | TRANSFER - UTILITIES | $2,500,000 |
| | | | Total Revenues | $2,500,000 |
| *5* | *Expenditures* | 450M-9000M1-56300 | IMPROVE OTHER THAN BLDG | $2,500,000 |
| | | | Total Expenditures | $2,500,000 |

## *450F GARCIA POINT SEPTIC PROJ*

| Amendment # | | Account Number | Account Description | Amount |
|---|---|---|---|---|
| *6* | *Revenues* | 450F-381450 | TRANSFER - UTILITIES | $40,000 |
| | | | Total Revenues | $40,000 |
| *6* | *Expenditures* | 450F-9000F1-56300 | IMPROVE OTHER THAN BLDG | $40,000 |
| | | | Total Expenditures | $40,000 |

Attachment: 06-22-21res (12966 : Budget Resolution)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Release of Lien |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Property Abatement Assessments on a certain property have been paid in full and the payment satisfies both the Code Compliance Lien and the Property Abatement Assessment Lien. Staff respectfully requests that the Chairman execute a release of lien for this property. AK# 1715971 Darrell Maggard

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A | N/A |

**RECOMMENDED ACTION:**

a. Approve and Authorize the Chairman to execute Release of Lien for Property Abatement Assessment by and between Citrus County, Florida and certain property owner.

b. Authorize the Clerk to record the Release of Lien in the Public Record of Citrus County, Florida.

# RELEASE OF LIEN

**STATE OF FLORIDA**
**COUNTY OF CITRUS**

BEFORE ME, the undersigned Notary Public, personally appeared Scott Carnahan, personally known to me, and who after being duly sworn states as follows:

1. I am the Chairman of the Board of County Commissioners of Citrus County, Florida, which is the governing body of Citrus County.

2. An Order of Reimbursement of Cost and Expenses was recorded on 09/05/2019 in BK 3002 PG 1093 by Citrus County Code Compliance on real property described as Alt Key 1715971; LEISURE RETREATS PB 5 PG 83 LOTS 6 & 7---TOGETHER WITH A 1/43RD UNDIVIDED INTEREST (PER LOT) IN LOT 25, LESS THE SOUTH 20 FEET, OF LEISURE RETREATS SUBDIVISION, PB 5 PG 83, PER DEVELOPERS DEEDS, in the public records of Citrus County, Florida.

3. A Claim of Lien for Special Assessment regarding the Order was recorded on 06/01/2020 in BK 3063 PG 2462 in the public records of Citrus County, Florida.

4. On 08/25/2020, the Board of County Commissioners filed in the public records Resolution No. 2020-076 (0146 Property Abatement Assessment) that levied a special assessment lien against certain lands. The Resolution was recorded in Official Record Book (ORB) 3086 Page 1695, inclusive, public records of Citrus County, Florida.

5. The Board wishes to release the liens above as the records show the assessment has been paid in full.

6. The Board hereby releases the above-described real property and any real or personal property owned by **Darrell Maggard** from the liens that resulted from the recording of the above-referenced Order for Reimbursement of Costs and Expenses, the Claim of Lien for Special Assessment and Resolution 2020-076.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20___, by the undersigned authority, _____ who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____
Notary Public – State of Florida

This Instrument Prepared by:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

Attachment: Supporting Document (12933 : Release of Lien)

Attachment: Supporting Document (12933 : Release of Lien)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Waste Management Inc. Security Bond Continuation Certificate for Bond No. 5010030 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Waste Management Inc. of Florida, entered into a Waste Disposal Account Agreement with Citrus County dated June 8th, 2020 establishing a monthly charge agreement for disposal fees at the Citrus County Central Landfill. The agreement security is provided by Bond Safeguard Insurance Company Security Bond No. 5010030 in the sum of $50,000.00.

The Continuation Certificate extends the bond period to May 11, 2022

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Authorize Chairman to accept Continuation Certificate for Bond Safeguard Insurance Company Security Bond No. 5010030 extending the period to May 11, 2022, and to be made a part of Waste Management Inc. of Florida's', Waste Disposal Account Agreement dated June 8th, 2020.

# CONTINUATION CERTIFICATE

The Bond Safeguard Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 5010030

dated effective Tuesday, May 11, 2004

on behalf of Waste Management Inc. of Florida, 8708 NE 44th Drive, Wildwood, FL 34785

and in favor of Citrus County, Florida, a political subdivison of the State of Florida, 110 N. Apopka Ave., Iverness, FL 34450

does hearby continue said bond in force for the further period

beginning on Tuesday, May 11, 2021

and ending on Wednesday, May 11, 2022

Amount of bond: FIFTY THOUSAND AND 00/100 Dollars ($50,000.00)

Description of bond: Bond to guarantee payment of disposal fees for Citrus County Landfill

Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Monday, April 5, 2021

Bond Safeguard Insurance Company
Surety
By: Theresa Pickerrell
Theresa Pickerrell, Attorney-in-Fact

Attachment: Waste Management 21-22 Continuation Certificate (12935 : Waste Management Inc. Security Bond Continuation Certificate for

SOMPO INTERNATIONAL
INSURANCE

# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delawar corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" an collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds an undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relatin to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day o June, 2019.

**Endurance Assurance Corporation**
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

**Endurance American Insurance Company**
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

**Lexon Insurance Company**
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

**Bond Safeguard Insurance Company**
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

## ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

## CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of April, 2021.

By: Daniel S. Lane, Secretary

## NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concernin possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and liste numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be locate on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Speciall Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediatel subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made witho authorization from OFAC. Other limitations on the premiums and payments may also apply.

**Any reproductions are void.**

**Surety Claims Submission:** LexonClaimAdministration@sompo-intl.com
**Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870**

Attachment: Waste Management 21-22 Continuation Certificate (12935 : Waste Management Inc. Security Bond Continuation Certificate for

# CERTIFICATE OF LIABILITY INSURANCE

1/1/2022

DATE (MM/DD/YYYY) 12/14/2020

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 have ADDITIONAL INSURED provisions or 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**
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ACE American Insurance Company | 22667 |
| INSURER B : Indemnity Insurance Co of North America | 43575 |
| INSURER C : ACE Fire Underwriters Insurance Company | 20702 |
| INSURER D : ACE Property & Casualty Insurance Co | 20699 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WILDWOOD HAULING
8708 NORTHEAST 44TH DRIVE
WILDWOOD FL 34785

**COVERAGES** **CERTIFICATE NUMBER:** 15577769 **REVISION NUMBER:** XXXXXXX

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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X XCU INCLUDED<br>X ISO FORM CG00010413<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | HDO G71572985 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 5,000,000<br>$ 5,000,000<br>$ XXXXXXX<br>$ 5,000,000<br>$ 6,000,000<br>$ 6,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>X OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>X HIRED AUTOS ONLY<br>X NON-OWNED AUTOS ONLY<br>X MCS-90 | Y | Y | MMT H25308645 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| D | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | XOOG27929242 006 | 1/1/2021 | 1/1/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 15,000,000<br>$ 15,000,000 |
| B A C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | WLR C6781180A (AOS)<br>WLR C67811768 (AZ,CA & MA)<br>SCF C67811847 (WI) | 1/1/2021<br>1/1/2021<br>1/1/2021 | 1/1/2022<br>1/1/2022<br>1/1/2022 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 3,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | EXCESS AUTO LIABILITY | Y | Y | XSA H25308608 | 1/1/2021 | 1/1/2022 | COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT) | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**15577769**

CITRUS COUNTY FLORIDA
3600 WEST SOVEREIGN PATH SUITE 180
LECANTO FL 34461

**CANCELLATION**

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

ACORD 25 (2016/03)
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Attachment: Waste Management COI (12935 : Waste Management Inc. Security Bond Continuation Certificate for Bond No. 5010030)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Michael Sherman, AICP Growth Management Director |
| **SUBJECT:** | Interlocal Agreement with Crystal River - Impact Fee Collection |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The City of Crystal River wishes to enter into an interlocal agreement with Citrus County to participate in the collection and expenditure of impact fees for impact generating land development activities according to the terms and conditions set forth in Ordinance No. 2015-A07, and as such may be subsequently amended. The City agrees to collect impact fees according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07, unless otherwise authorized by City Ordinance.

**BUDGET IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

Approve the inter-local agreement and authorize the chairman of the BOCC to sign and execute the same.

# IMPACT FEE
# INTERLOCAL AGREEMENT BETWEEN
# CITRUS COUNTY AND THE CITY OF CRYSTAL RIVER

THIS AGREEMENT made and entered this _____ day of _____, 2021 by and between Citrus County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Crystal River, Florida, a Florida municipal corporation, hereinafter referred to as "the City".

WHEREAS, the Board of County Commissioners of Citrus County and the City Council of the City of Crystal River, have determined that future growth and new development should contribute its fair share of the cost of providing capital infrastructure improvements reasonably attributable to the future growth and impact-generating land development.

WHEREAS, on April 12, 2016, the County and the City entered into an interlocal agreement for the collection and use of impact fees within the City, and

WHEREAS, the County and the City acknowledge that the Prior Agreement is hereby replaced and superseded in its entirety by this Agreement which shall become effective upon its execution by both Parties, and

WHEREAS, the County, on April 28, 2015, adopted Ordinance No. 2015-A07, Chapter 54, Impact Fees of the Citrus County Code of Ordinances, providing for the collection and expenditure of impact fees for capital transportation, park, school, law enforcement, fire service, emergency medical service, public building, and library facilities, said ordinance being attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, the City of Crystal River wishes to participate in the collection and expenditure of impact fees for impact generating land development activities according to the terms and conditions set forth in Ordinance No. 2015-A07, and as such may be subsequently amended. Where, in this agreement, impact fees are referenced, it refers to County impact fees collected by the City.

1. COLLECTION OF IMPACT FEES

The City agrees to collect impact fees according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07, unless otherwise authorized by City Ordinance. The City shall establish an interest-bearing account or an investment pool in which the impact fee funds shall be deposited. On a quarterly basis, the City will remit to the County, the amount of impact fees, plus any interest earnings collected based upon the average daily balance of the funds. All such sums remitted to the County by the City shall be used for City capital improvements as set forth herein and shall be considered as impact fee funds. The City shall be allowed to deduct, on a quarterly basis, a fee for administrative costs equal the actual costs incurred to administer the program.

Attachment: Impact Fee Interlocal Agreement_Final (12945 : Interlocal Agreement with Crystal River - Impact Fee Collection)

## 2. CAPITAL IMPROVEMENT PROJECTS

Every planned expenditure of impact fee funds for the City adopted capital improvements program shall be accompanied by a brief statement describing how the planned project will expand the capacity of the capital transportation, EMS, law enforcement, library, public building, park, or school facilities, or, if repaying debt on a previous project, how that previous project expanded capacity. In the event that the project is partially attributable to capacity expansion and partially attributable to replacement or repair, a memorandum shall be attached to the capital improvement program that provides a reasonable methodology to quantify the percentage of project costs attributable to capacity expansion. In such instance the use of impact fee funding for such project shall not exceed the percentage of the total cost. It is understood that revenue will be provided to City projects only as it is available from the impact fees and earnings thereon collected within the City. In the event that a project is determined ineligible for impact fee funds, either fully or in part, the city will be responsible for any fee reimbursement or costs attributable to that project request. Payment shall be made to the City upon approval of the project scope and estimate and may not unreasonably withheld by the County.

## 3. TRANSPORTATION IMPROVEMENTS

Transportation impact fees collected in the City transportation district shall be used solely for capacity-expanding improvements in the major road system (arterials and collectors) as well as pedestrian improvements, bikeways, and trails along major roadways or on off-road alignments that provide comparable connectivity, including the transportation planning, preliminary engineering, engineering design studies, land surveys, alignment studies, right-of-way acquisition, engineering, permitting and construction of all necessary features for improvements undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new impact-generating land development in that district. Capital transportation facilities does not include maintenance as defined in F. S. §334.03 (18) or (23). The City shall plan and may request fund distributions for capacity-expanding transportation improvements as provided for in Section 2 of this agreement. Costs related to each approved City project shall be paid from the City Impact Fee Trust Fund, as applicable. The County shall provide the City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the City's Impact Fee Trust Fund. The County shall only provide funds for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account from for the deposit of the City's impact fee funds, then such interest shall likewise be credited to the City Impact Fee Trust Fund and shall be reflected in such quarterly accountings.

## 4. PARKS (RECREATION)

Park impact fees collected in City park districts shall be used solely for capital park improvements, including land, land improvements, buildings, and equipment having a useful life of at least five years and a cost of at least $5,000.00, and which are necessary for the provision of park and recreation services to new impact-generating land development in those districts. The City shall plan for and may request fund distributions for capacity-expanding park improvements as provided for in Section 2 of this agreement. Costs related to each approved City project shall be



Attachment: Impact Fee Interlocal Agreement_Final (12945 : Interlocal Agreement with Crystal River - Impact Fee Collection)

paid from the Impact Fee Trust Fund, as applicable. The County shall provide to the City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the City's Impact Fee Trust Fund. The County shall only provide funds for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account from for the deposit of the City's impact fee funds, then such interest shall likewise be credited to the City Impact Fee Trust Fund and shall be reflected in such quarterly accountings.

5. LAW ENFORCEMENT, PUBLIC BUILDINGS, EMS, AND LIBRARY FACILITY IMPROVEMENTS

Capital law enforcement facilities means capital improvements, including, land improvements, buildings, and equipment related to the provision of law enforcement services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00. Capital public building facilities mean capital improvements, including land, land improvements, equipment, buildings or other capacity-adding capital improvements with a cost at least $50,000.00, which are necessary for the provision of public services to new impact-generating land development. Capital EMS facilities means capital improvements, including land improvements, buildings and equipment related to the provision of emergency medical services (EMS) to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00. Capital library facilities mean capital improvements, including land improvements, buildings, library volumes, equipment, or other capacity-adding capital improvements having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of library services to new impact-generating land development. The City shall plan for and may request fund distributions for capacity-expanding improvements as provided for in Section 2 of this agreement. Costs related to each approved City project shall be paid from the Impact Fee Trust Fund, as applicable. The County shall provide the appropriate funds to the City utilizing impact fee funds generated within the City's incorporated area. The County shall provide to City, on a quarterly basis, a detailed listing of all revenue and expenses associated with the City's Impact Fee Trust Fund. The County shall only pay the project invoices for approved City projects and shall only be obligated to provide the amount of funds generated from impact fee collections remitted to the County from the City. To the extent that the County establishes an interest-bearing account for the deposit of the City's impact fee funds, then such interest shall likewise be credited to the City Impact Fee Trust Fund, and shall be reflected in such quarterly countings.

6. FIRE SERVICES

Because the City of Crystal River does not participate in the countywide fire protection district, no fee shall be collected within the City limits of Crystal River for fire services.

7. ENTIRE AGREEMENT MODIFICATION

This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede previous communications, representations, or Agreements, either verbal or written, between parties hereto. Any modification to this Agreement shall be made only by written instrument executed by the parties hereto, provided, however, that any amendments to the fee structure or

Attachment: Impact Fee Interlocal Agreement_Final (12945 : Interlocal Agreement with Crystal River - Impact Fee Collection)

other sections of Ordinance No. 2015-A07 made subsequent to the effective date of this Agreement shall be deemed to be automatically incorporated herein by virtue of the incorporation by reference of Ordinance No. 2015-A07 in this Agreement.

8. CANCELLATION

This Agreement may be cancelled upon thirty (30) days written notice by one party to the other. All funds collected prior to the termination date shall be remitted to the City who shall be responsible for expending same in accordance with the requirements of this Agreement, Ordinance No. 2015-A07 and state law.

9. TERM AND RENEWAL

This Agreement is executed in duplicate and each copy shall serve as an original. The Agreement shall become effective when signed by the last party hereto. It shall automatically renew for additional one (1) year terms unless thirty (30) days prior to the termination date the party hereto notifies the other party, in writing, of their desire to renegotiate any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

**ATTEST**

**BOARD OF COUNTY COMMISSIONERS**
**OF CITRUS COUNTY, FLORIDA**

_____ _____

DATE: _____
ANGELA VICK, CLERK OF COURT SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY:

_____
DENISE A. DYMOND LYN,
COUNTY ATTORNEY

**CITY OF CRYSTAL RIVER**

_____ _____

DATE: _____
MIA FINK, CITY CLERK JOE MEEK, MAYOR

APPROVED AS TO FORM
AND LEGALITY:

_____
ROBERT W. BATSEL, JR., ESQUIRE
CITY ATTORNEY



Attachment: Impact Fee Interlocal Agreement_Final (12945 : Interlocal Agreement with Crystal River - Impact Fee Collection)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County Community Services, Support Services Division is requesting that an agreement be entered into with Citrus County Association of Retarded Citizens d/b/a Key Training Center to provide In Facility Respite Services and Adult DayCare to eligible Citrus County clients.

In facility Respite is a service provided under the Alzheimer's Disease Initiative (ADI) grant program and Adult DayCare is a service provided under Local Services Program (LSP).

The Key Training Center will provide clients with personal supervision and assistance with activities of daily living (ADL) as needed, as well as social and therapeutic activities.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Funding for these services are provided by Mid-Florida Area Agency on Aging dba Elder Options 2018-2022 Alzheimer's Disease Initiative Program Grant and the Local Services Program Grant.

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute the contract between Citrus County, Florida and the Citrus County Association of Retarded Citizens, Inc d/b/a Key Training Center for the provision of In Facility Respite services and Adult DayCare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging d/b/a Elder Options 2018-2022 Alzheimer's Disease Initiative Program Grant and the Local Services Program Grant.

**CITRUS COUNTY, FLORIDA**
**AND**
**CITRUS COUNTY ASSOCIATION OF RETARDED CITIZENS, INC.**
**ALZHEIMER'S DISEASE INITIATIVE PROGRAM AND LOCAL SERVICES PROGRAM**
**RESPITE CARE (IN-FACILITY) AND ADULT DAYCARE AGREEMENT**

This Agreement is made and entered into on the ____ day of _____, 2021, by and between Citrus County, Florida ("County"), and Citrus County Association of Retarded Citizens, Inc. d/b/a Key Training Center ("Contractor").

The terms of said Agreement are as follows:

1. TERM: The term of this Agreement for the Alzheimer's Disease Initiative (ADI) and the Local Services Program (LSP) respite care (in-facility) and Adult DayCare program is for three years beginning July 1, 2021 and ending June 30, 2024 with the option to renew for 2 additional years.

2. SERVICES PROVIDED: Contractor will provide Respite Care (In-Facility) to Clients of the Alzheimer's Disease Initiative program ("Clients") and the Adult DayCare to the Local Services Program ("Clients"). Service hours will be available from 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor will provide Clients a hot lunch that meets one third of the daily nutritional requirements for adults, and a nutritious afternoon snack. Contractor will provide Clients with personal supervision and assistance with activities of daily living (ADL) as needed, as well as social and therapeutic activities.

3. TRANSPORTATION: Contractor will not be responsible for transporting clients to and from the adult daycare respite facility.

4. MEDICAL CARE: County shall submit a current health assessment form to Contractor for each Client. Updated medical records will be furnished to Contractor by the client. Medications furnished by Client will be administered by or under the supervision of a licensed nurse or other trained professional.

5. REFERRALS: All Client referrals and scheduling will be done by County staff. Under no conditions will the County reimburse Contractor for Clients other than those referred and scheduled by County staff.

6. PAYMENT FOR SERVICES: The County will reimburse Contractor for services monthly. (see Exhibit "A") By the third working day of each month, Contractor will submit to the County individual time sheets for each Client, signed by Client's caregiver, along with a summary invoice with a total of all hours served. An invoice listing the names, dates and hours of service for all clients served the preceding month will be submitted to the County by the third working day of each month. County will verify the accuracy of the invoice and submit same to the County Finance office for processing and payment.

7. LICENSES: Contractor must be licensed in accordance with Chapter 429 Part III, F.S, Chapter 408 Part II F.S., and Chapter 58A-5 F.A.C. Proof of licensure must be provided by Contractor to County.



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

8. INDEMNIFICATION: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

9. MINIMUM INSURANCE REQUIREMENTS:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

A. COMMERCIAL GENERAL LIABILITY

1.) Contractor must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

B. AUTOMOBILE LIABILITY

1) Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

1) Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

3) The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent

D. PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

1) Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

E. OTHER INSURANCE PROVISIONS

1) The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2) The project's proposal number should be noted on the certificate.

3) The Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Contractor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

7) **For all policies of insurance**: The Contractor, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

8) **The Certificate Holder should read as follows**: *Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.*

9) It is the Contractor's responsibility to insure that all sub-contractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

11) All Certificates must show that the Contractor's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s).

10. EMPLOYEE SCREENING: Contractor agrees to comply with Executive Order No. 12989 as amended, and Executive Order No. 11-02. Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all persons employed by Contractor during the contract term. Pursuant to Section 429.919, F.S., Contractor's employees and personnel are required to undergo level 2 background screening.



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

11. INSPECTOR GENERAL: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

12. MODIFICATIONS OF AGREEMENT: Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

13. APPROPRIATION CONTINGENCY: County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Citrus County Board of County Commissioners and the availability of funds to pay for the goods and services as provided in this Agreement. County shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement, County reserves the right to modify the terms and conditions of the agreement, this Agreement may be terminated. Such action will not constitute a default by County. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the County shall remain obligated to pay for all products or services fulfilled by Contractor prior to the termination notice.

14. PUBLIC RECORDS: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the contract provisions in accordance with the contract and may terminate the contract.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM**

Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

15. COMPLIANCE WITH LAWS: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

16. COUNTY FUNDS: In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

17. DEBARMENT: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18. DOCUMENTATION: All documents produced as a result of the provision of the Services covered under the Agreement shall be the property of County at the completion of the Services. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. The Contractor will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Contractor in conjunction with the Agreement, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Contractor should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes. Should Contractor refuse to allow such access, County has the unilateral right to cancel the Agreement.

19. DRUG FREE WORKPLACE: Contractor certifies that they have in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

20. EMPLOYEES, SUB-CONTRACTORS AND AGENTS: All Contractor employees, sub-contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, sub-contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, sub-contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, sub-contractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its sub-contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

21. EQUAL EMPLOYMENT OPPORTUNITY: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding their own employment policies and practices as well as those of their proposed sub-consultants and sub-contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant or sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant or sub-contractor. Additionally, Contractor shall insert in each of their sub-contracts a clause requiring their sub-consultants and sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants or sub-contractors is NOT allowed.

22. FORCE MAJEURE EVENT: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

23. IMMIGRATION AND NATIONALIZATION ACT: County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

24. INSPECTION: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from their obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.

25. MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

26. NON-COLLUSION: Contractor being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Contractor intends to do the work with his own bonafide employees or sub-consultants or sub-contractors and has not provided a response for the benefit of another consultant. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

27. PROHIBITED INTERESTS: Contractor, and its sub-consultants and sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its sub-consultants or sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its sub-consultants and sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:



Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

*"No member, officer, or employee of the sub-consultant or sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

28. PROTECTION OF PERSONS: Contractor will be responsible for the safety of its employees and the employees of its sub-contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property

29. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, sub-contractor, or consultant under an Agreement with an public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six months from the date of being placed on the convicted vendor list.

30. SCHEDULES, REPORTS AND RECORDS: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement

31. TERMINATION: This Agreement may be terminated by either party, with or without cause, by giving a minimum thirty (30) days written notice to the other party via certified mail.

32. AUTHORITY: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

**Citrus County Association of Retarded Citizens, Inc., d/b/a Key Training Center**

**By:** Melissa Walker

Melissa Walker, Executive Director
Name and Title (Please Print)

**Date:** 5/21/21

**Citrus County, Florida**

**By:**_____
**Scott Carnahan., Chairman**

Attest:

**Date:**_____

_____
Angela Vick, Clerk

Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

| EXHIBIT "A" | | | |
|---|---|---|---|
| Citrus County Association of Retarded Citizens | | | |
| ADI/LSP | | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | | |
| | YR | ADI | LSP |
| Respite (In Facility) and Adult Daycare rates | 1 | $9.00 | $7.25 |
| | 2 | $9.50 | $7.75 |
| | 3 | $10.00 | $8.25 |

Attachment: CCARC ADI.LSP (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2020

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 have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Lorri Lawler | |
|---|---|---|
| Lassiter-Ware Insurance of Tampa Bay | PHONE (A/C, No, Ext): (800) 845-8437 | FAX (A/C, No): (888) 883-8680 |
| 1300 N. Westshore Blvd | E-MAIL ADDRESS: lorril@lassiterware.com | |
| Suite 110 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Tampa FL 33607 | INSURER A : Arch Insurance Co | 11150 |
| **INSURED** | INSURER B : | |
| Citrus County Association for Retarded Citizens, Inc Center | INSURER C : | |
| dba.: Key Training | INSURER D : | |
| 5399 W. Gulf to Lake Highway | INSURER E : | |
| Lecanto FL 34461 | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Master **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | AAAUT0051002 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | AAFXS0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability<br>Abuse / Molestation | | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | $1,000,000 / $3,000,000 | Indident / Agg. |
| | | | | | | | $1,000,000 / $3,000,000 | Act / Agg. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 905 Jones Avenue, Inverness, FL 34450
Citrus County Board of County Commissioners, a Political Subdivision of the State of Florida, its officials, employees and volunteers are included as additional insured under the terms and conditions of the General Liability and Auto Liability policies, only when additional insured status is required by written contract. The General Liability and Automobile Liability policies contain a blanket Waiver of Subrogation in favor of the additional insured providing the contract is executed prior to any loss. This insurance shall be primary and non-contributory.

**CERTIFICATE HOLDER**

Citrus County Board of County Commissioners
2804 W. Marc Knighton Court
Lecanto FL 34461

**CANCELLATION**

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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Attachment: COI (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2020

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 have ADDITIONAL INSURED provisions or 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**
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME: Certificates/Commercial Lines
PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Florida Insurance Trust (FIT) | 27272 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** CITRCOU-01
Citrus County Association for Retarded Citizens
Inc. dba Key Training Center
5399 West Gulf to Lake Hwy
Lecanto FL 34461

**COVERAGES** **CERTIFICATE NUMBER:** 445856566 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | FITWC341032020 | 6/1/2020 | 6/1/2021 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N | N / A | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Continued Named Insureds: Key Center Foundation; Key Center Homes; Key Light Homes; Key Manor Apartments; Key Vista Apartments

A Waiver of Subrogation in favor of Citrus County, a political subdivision of the State of Florida applies to Workers Compensation if required by written contract.

**CERTIFICATE HOLDER**
Citrus County, Florida
2804 W Marc Knighton Court
Lecanto FL 34461

**CANCELLATION**
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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Attachment: COI WC (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 06/01/2021

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**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 | CONTACT NAME: Lorri Lawler | |
|---|---|---|
| Lassiter-Ware Insurance of Tampa Bay<br>1300 N. Westshore Blvd<br>Suite 110<br>Tampa FL 33607 | PHONE (A/C, No, Ext): (800) 845-8437 | FAX (A/C, No): (888) 883-8680 |
| | E-MAIL ADDRESS: lorril@lassiterware.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Citrus County Association for Retarded Citizens, Inc Center<br>dba.: Key Training<br>5399 W. Gulf to Lake Highway<br>Lecanto FL 34461 | INSURER A : Arch Insurance Co | 11150 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Master **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | AAAUT0051002 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | PIP | $ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | AAFXS0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | AGGREGATE | $ 1,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability<br>Abuse / Molestation | | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | $1,000,000 / $3,000,000 | Indident / Agg. |
| | | | | | | | $1,000,000 / $3,000,000 | Act / Agg. |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Citrus County, Florida, a Political Subdivision of the State of Florida, its officials, employees and volunteers are included as additional insured under the terms and conditions of the General Liability and Auto Liability policies, only when additional insured status is required by written contract. The General Liability and Automobile Liability policies contain a blanket Waiver of Subrogation in favor of the additional insured providing the contract is executed prior to any loss. This insurance shall be primary and non-contributory.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Citrus County, Florida<br>3600 W. Sovereign Path<br>Suite 180<br>Lecanto FL 34461 | **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**<br>**AUTHORIZED REPRESENTATIVE** |

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Attachment: CCARC COI (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M 6/9/2021

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 have ADDITIONAL INSURED provisions or 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**
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

**CONTACT NAME:** Certificates/Commercial Lines
**PHONE (A/C, No, Ext):** 727-522-7777 **FAX (A/C, No):** 727-521-2902
**E-MAIL ADDRESS:** certificates@w3ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Benchmark Insurance Co. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** CITRCOU-01
Citrus County Association for Retarded Citizens
Inc. dba Key Training Center
5399 West Gulf to Lake Hwy
Lecanto FL 34461

**COVERAGES** **CERTIFICATE NUMBER:** 88346514 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | Y | FITWC341032021 | 6/1/2021 | 6/1/2022 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Continued Named Insureds: Key Center Foundation; Key Center Homes; Key Light Homes; Key Manor Apartments; Key Vista Apartments

A Waiver of Subrogation in favor of Citrus County, a political subdivision of the State of Florida applies to Workers Compensation if required by written contrac

**CERTIFICATE HOLDER**
Citrus County, Florida
2804 W Marc Knighton Court
Lecanto FL 34461

**CANCELLATION**
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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Attachment: CCARC - WC (12946 : CCARC, Inc. dba Key Training Center ADI /LSP Program Agreement)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | CCARC dba Key Training Center Agreement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County Community Services, Support Services Division is requesting that the County execute an Agreement with the Citrus County Association of Retarded Citizens dba Key Training Center for the provision of Facility Respite Daycare for eligible Citrus County clients.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Funding for these services will be provided by Mid-Florida Area Agency on Aging (MFAAA) dba Elder Options 2019-2022 Older American Act Title IIIE Program Grant.

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and Citrus County Association of Retarded Citizens dba Key Training Center for the provision of Facility Respite Daycare to eligible Citrus County clients. Funding for these services will be provided by Mid-Florida Area Agency on Aging (MFAAA) dba Elder Options 2019-2022 Older American Act Title IIIE Program Grant.

# OLDER AMERICANS ACT TITLE III E FAMILY CAREGIVER PROGRAM 2022-2024 FACILITY BASED RESPITE CARE AGREEMENT BETWEEN CITRUS COUNTY, FLORIDA AND CCARC, INC. DBA KEY TRAINING CENTER

This Agreement is made and entered into on the ____ day of _____, 2021, by and between Citrus County, Florida, a political subdivision of the State of Florida ("County"), and Citrus County Association for Retarded Citizens, Inc. DBA Key Training Center, ("Contractor").

The terms of said Agreement are as follows:

1. TERM: The term of this Agreement is for three years, beginning on January 1, 2022 and ending on December 31, 2024 with the option to renew for 2 additional years.

2. SERVICES PROVIDED: Contractor will provide adult facility based respite daycare to Clients of the Older Americans Act Title III E Services Program ("Clients"). Adult respite daycare hours will be available from 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor will provide Clients a hot lunch that meets one third of the daily nutritional requirements for adults, and a nutritious afternoon snack. Contractor will provide Clients with personal supervision and assistance with activities of daily living (ADL) as needed, as well as social and therapeutic activities.

3. TRANSPORTATION: Contractor will not be responsible for transporting clients to and from the adult respite daycare facility.

4. MEDICAL CARE: County shall submit a current health assessment form to Contractor for each Client. Updated medical records will be furnished to Contractor by the client. Medications furnished by Client will be administered by or under the supervision of a licensed nurse or other trained professional.

5. REFERRALS: All Client referrals and scheduling will be done by Citrus County Support Services staff through the Citrus County Support Services director or designee, the Supervisor of Senior Care Services or designee. Under no conditions will the County reimburse Contractor for Clients other than those referred and scheduled by County's staff.

6. PAYMENT FOR SERVICES: County will reimburse Contractor for services monthly. (see exhibit "A") By the third working day of each month, Contractor will submit to Citrus County Support Services individual time sheets for each Client, signed by Client's caregiver, along with a summary invoice with a total of all hours served. An invoice listing the names, dates and hours of service for all clients served the preceding month will be submitted to Citrus County Support Services the third working day of each month. Citrus County Support Services will verify the accuracy of the invoice and submit same to the County Finance office for processing and payment.

7. LICENSES: Contractor must be licensed in accordance with Chapter 429 Part III, F.S, Chapter 408 Part II F.S., and Chapter 58A-5 F.A.C. Proof of licensure must be provided by Contractor to County.



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

8. INDEMNIFICATION: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

9. MINIMUM INSURANCE COVERAGE: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

A. **COMMERCIAL GENERAL LIABILITY**

1.) Contractor must obtain an occurrence form policy in limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

B. **AUTOMOBILE LIABILITY**

1) Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

1) Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.

2) For any officer of a Contractor that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/employer/owner.

3) The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

D. **PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY**

1) Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

E. **OTHER INSURANCE PROVISIONS**

1) Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2) The project's proposal number should be noted on the certificate.

3) Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be **covered as an Additional Insured on all policies** except



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

6) Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

7) **For all policies of insurance**: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

8) **The Certificate Holder should read as follows**: *Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.*

9) It is Contractor's responsibility to insure that all sub-contractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.

11) All Certificates must show that Contractor's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s).

10. EMPLOYEE SCREENING: Contractor agrees to comply with Executive Order No. 12989 as amended, and Executive Order No. 11-02. Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all persons employed by Contractor during the contract term. Pursuant to Section 429.919, F.S., Contractor's employees and personnel shall require level 2 background screening.



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

11. INSPECTOR GENERAL: Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review or hearing performed pursuant to Section 20.055, Florida Statutes.

12. MODIFICATIONS OF AGREEMENT: Modifications of provisions of this Agreement shall only be valid when they have been reduced to writing and duly signed by both parties.

13. APPROPRIATION CONTINGENCY: County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Citrus County Board of County Commissioners and the availability of funds to pay for the goods and services as provided in this Agreement. County shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by County. Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the County shall remain obligated to pay for all products or services fulfilled by Contractor prior to the termination notice.

14. PUBLIC RECORDS: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the 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 the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions in accordance with the Agreement and may cancel the Agreement.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527-5235; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM**

15. COMPLIANCE WITH LAWS: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

16. COUNTY FUNDS: In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

17. DEBARMENT: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18. DOCUMENTATION: All documents produced as a result of the provision of the Services covered under the Agreement shall be the property of County at the completion of the Services. Copies of these documents are not to be sold or distributed to third parties without the written consent of County. The Contractor will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by Contractor in conjunction with the Agreement, unless exempt from Section 24(a) of Article I of the Florida Constitution and Section 119.07(1) of the Florida Statutes, shall be made available for public access. Contractor should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) and public records laws (Chapter 119 of the Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes. Should Contractor refuse to allow such access, County has the unilateral right to cancel the Agreement.

19. DRUG FREE WORKPLACE: Contractor certifies that they have in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

20. EMPLOYEES, SUB-CONTRACTORS AND AGENTS: All Contractor employees, sub-contractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, sub-contractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, sub-contractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, sub-contractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its sub-contractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their sub-contractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

21. EQUAL EMPLOYMENT OPPORTUNITY: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding their own employment policies and practices as well as those of their proposed sub-consultants and sub-contractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant or sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant or sub-contractor. Additionally, Contractor shall insert in each of their sub-contracts a clause requiring their sub-consultants and sub-contractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants or sub-contractors is NOT allowed.

22. FORCE MAJEURE EVENT: Neither party shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of, the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

23. IMMIGRATION AND NATIONALIZATION ACT: County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

24. INSPECTION: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from their obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements.

25. MATERIALS, SERVICES, AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

26. NON-COLLUSION: Contractor being duly sworn, solemnly swears (or affirms) that neither they, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with any response or contract, and that Contractor intends to do the work with his own bonafide employees or sub-consultants or sub-contractors and has not provided a response for the benefit of another consultant. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

27. PROHIBITED INTERESTS: Contractor, and its sub-consultants and sub-contractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its sub-consultants or sub-contractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its sub-consultants and sub-contractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-consultant or sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

28. PROTECTION OF PERSONS: Contractor will be responsible for the safety of its employees and the employees of its sub-contractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property



Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

29. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, sub-contractor, or consultant under an Agreement with an public entity, and may not transact business with a public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for a Category Two, for a period of thirty-six months from the date of being placed on the convicted vendor list.

30. SCHEDULES, REPORTS AND RECORDS: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement

31. TERMINATION: This Agreement may be terminated by either party, with or without cause, by giving a minimum of thirty (30) days written notice to the other party via certified mail.

32. AUTHORITY: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

**Citrus County Association of Retarded Citizens, Inc., d/b/a Key Training Center**

**By:** Melissa Walker

Melissa Walker, Executive Director
Name and Title (Please Print)

**Date:** 5/21/21

**Citrus County, Florida**

**By:**_____
**Scott Carnahan., Chairman**

Attest:

**Date:**_____

_____
Angela Vick, Clerk

Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

| EXHIBIT "A" | | |
|---|---|---|
| Citrus County Association of Retarded Citizens | | |
| IIIE | | |
| RATE IS "PER HOUR" - UNLESS NOTED OTHERWISE | | |
| | YR | Title IIIE |
| Respite (In Facility) | 1 | $7.50 |
| | 2 | $8.00 |
| | 3 | $8.50 |

Attachment: CCARC.IIIE (12947 : CCARC dba Key Training Center Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2020

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 have ADDITIONAL INSURED provisions or 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**<br>Lassiter-Ware Insurance of Tampa Bay<br>1300 N. Westshore Blvd<br>Suite 110<br>Tampa FL 33607 | CONTACT NAME: Lorri Lawler<br>PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680<br>E-MAIL ADDRESS: lorril@lassiterware.com |
| **INSURED**<br>Citrus County Association for Retarded Citizens, Inc Center<br>dba.: Key Training<br>5399 W. Gulf to Lake Highway<br>Lecanto FL 34461 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Arch Insurance Co — 11150<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Master **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | AAAUT0051002 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | AAFXS0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Professional Liability<br>Abuse / Molestation | | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | $1,000,000 / $3,000,000<br>$1,000,000 / $3,000,000 | Indident / Agg.<br>Act / Agg. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 905 Jones Avenue, Inverness, FL 34450
Citrus County Board of County Commissioners, a Political Subdivision of the State of Florida, its officials, employees and volunteers are included as additional insured under the terms and conditions of the General Liability and Auto Liability policies, only when additional insured status is required by written contract. The General Liability and Automobile Liability policies contain a blanket Waiver of Subrogation in favor of the additional insured providing the contract is executed prior to any loss. This insurance shall be primary and non-contributory.

**CERTIFICATE HOLDER**

Citrus County Board of County Commissioners
2804 W. Marc Knighton Court
Lecanto FL 34461

**CANCELLATION**

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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The ACORD name and logo are registered marks of ACORD

Attachment: COI (12947 : CCARC dba Key Training Center Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2020

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.

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**PRODUCER**
Wallace Welch & Willingham, Inc.
300 1st Ave. So., 5th Floor
Saint Petersburg FL 33701

CONTACT NAME: Certificates/Commercial Lines
PHONE (A/C, No, Ext): 727-522-7777 FAX (A/C, No): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Florida Insurance Trust (FIT) | 27272 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED** CITRCOU-01
Citrus County Association for Retarded Citizens
Inc. dba Key Training Center
5399 West Gulf to Lake Hwy
Lecanto FL 34461

**COVERAGES** **CERTIFICATE NUMBER:** 445856566 **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | N / A | | FITWC341032020 | 6/1/2020 | 6/1/2021 | X PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Continued Named Insureds: Key Center Foundation; Key Center Homes; Key Light Homes; Key Manor Apartments; Key Vista Apartments

A Waiver of Subrogation in favor of Citrus County, a political subdivision of the State of Florida applies to Workers Compensation if required by written contract.

**CERTIFICATE HOLDER**
Citrus County, Florida
2804 W Marc Knighton Court
Lecanto FL 34461

**CANCELLATION**
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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Attachment: COI WC (12947 : CCARC dba Key Training Center Agreement)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (M) 06/01/2021

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| PRODUCER | CONTACT NAME: Lorri Lawler | |
|---|---|---|
| Lassiter-Ware Insurance of Tampa Bay<br>1300 N. Westshore Blvd<br>Suite 110<br>Tampa FL 33607 | PHONE (A/C, No, Ext): (800) 845-8437 | FAX (A/C, No): (888) 883-8680 |
| | E-MAIL ADDRESS: lorril@lassiterware.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Citrus County Association for Retarded Citizens, Inc Center<br>dba.: Key Training<br>5399 W. Gulf to Lake Highway<br>Lecanto FL 34461 | INSURER A : Arch Insurance Co | 11150 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 2020-2021 Master **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | Y | | AAAUT0051002 | 08/01/2020 | 08/01/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | AAFXS0051002 | 08/01/2020 | 08/01/2021 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Professional Liability<br>Abuse / Molestation | | | AAPKG0051002 | 08/01/2020 | 08/01/2021 | $1,000,000 / $3,000,000<br>$1,000,000 / $3,000,000 | Indident / Agg.<br>Act / Agg. |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Citrus County, Florida, a Political Subdivision of the State of Florida, its officials, employees and volunteers are included as additional insured under the terms and conditions of the General Liability and Auto Liability policies, only when additional insured status is required by written contract. The General Liability and Automobile Liability policies contain a blanket Waiver of Subrogation in favor of the additional insured providing the contract is executed prior to any loss. This insurance shall be primary and non-contributory.

**CERTIFICATE HOLDER**

Citrus County, Florida
3600 W. Sovereign Path
Suite 180
Lecanto FL 34461

**CANCELLATION**

**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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**Attachment: CCARC COI (12947 : CCARC dba Key Training Center Agreement)**

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | NCBA - SCSEP Host Agency Agreement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County has the opportunity to reapply to be a Host Agency with The National Caucus And Center on Black Aging, Inc. (NCBA) for the purpose of the Senior Community Service Employment Program (SCSEP).

This program is for displaced senior citizens who will receive training in community service assignments while actively pursuing employment and acquiring new skills for the future.

The NCBA participants can be utilized in multiple Divisions, including Animal Services, Court Alternatives, Extension Services, Historical Resources, Housing Services, Library Services, Nature Coast Volunteers, Parks & Recreation, Support Services, Transit Services, and Veterans Services. The County's provided space will be considered as in kind.

A background screening will be completed by Risk Management for each NCBA volunteer.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

No Budget Impact.

**RECOMMENDED ACTION:**

a. Approve and authorize the Chairman to execute The National Caucus And Center on Black Aging, Inc., Senior Community Service Employment Program, Host Agency Application and Worker Request form, Letter of Commitment, and Memo.

b. Approve and authorize the Chairman to execute the Designation of Signature Authority form for the required reporting forms.

# THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
# SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)
# HOST AGENCY APPLICATION AND WORKER REQUEST

Inverness / FL — 6/22/2021
(CITY) (STATE) APPLICATION DATE

A. Citrus County, Florida — 352-527-5900
Name of Applicant (Agency) Telephone Number

2804 W Marc Knighton Ct, Key #6 — 352-527-5908
Address Fax Number

Lecanto | Citrus | Florida | 34461
City | County | State | Zip Code

B. Scott Carnahan — Chairman
Print Name of Authorized Representative Title

C. Indicate if applicant is: (Check One)

1. City Government ( ) 2. County Government (X) 3. State Government Agency ( )
4. Non Profit ( ) 5. Other (Specify) ( )

D. Insert your IRS Tax Number under 501(C) (3) County Government 59-6000548

E. Applicant (Agency) Job Codes (please select **three** codes from below)

Job code 1: _____ Job code 2: _____ Job code 3: _____

1. Art, Design, Entertainment, Sport and Media
2. Business and Financial
3. Community and Social Services
4. Computer and Mathematical
5. Construction, Installation, and Repair
6. Education, Training, and Library
7. Farming, Fishing, and Forestry
8. Food Preparation and Service
9. Healthcare
10. Legal
11. Maintenance and Custodial
12. Management
13. Office and Administrative Support
14. Personal Care and Service
15. Production, Assembly, Light Industrial
16. Protective Service
17. Retail, Sales, and Related
18 Self-Employment
19. Transportation and Material Moving

F. Indicate the address of the actual worksite if different from the address of the proposed host agency listed above.
(If your agency has more than one site you can add them in the next page)

Multiple - see attached list for items E, F, G, H, I, J — _____
Address Phone Number

_____ _____
City County State Zip Code Fax Number

G. Name of Supervisor at Worksite: _____

H Please specify, by the weekday the number of hours **per day** the participant(s) will train.
(**Reminder: the training week is 20 hours per Participant**)

SUN _____ MON_____ TUE_____ WED_____ THUR_____ FRI_____ SAT_____

I. Indicate how long you anticipate the project will last: _____

J. Indicate how good the chances are that your agency will be able to hire the participant(s).

Excellent( ) Good( ) Poor( )

K. Signature of Authorized Representative: _____

L. E-Mail Addresses: mariselle.rodriguez@citrusbocc.com / Multiple - see attached
Authorized Representative e-mail On-Site Supervisor e-mail

Revised 5.1.

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

**The National Caucus and Center on Black Aging, Inc**
**SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**
**LETTER OF COMMITMENT**

Inverness / FL — 6/22/2021
City / State — Date

We, the undersigned, Citrus County, Florida, this date agrees to accept NCBA
(Name of Host Agency)

participants for training from 7/1/2021 to 6/30/2022 of the NCBA/SCSEP grant period.

This activity will not displace or replace any other paid employee, nor will we discriminate with regard to race, color, national origin, religion or creed. In addition, Host Agency agrees to observe and implement the provisions embodied in the **NCBA/SCSEP Host Agency Handbook**, and as requested by **NCBA/SCSEP** Staff.

Citrus County, Florida agrees to observe and/or furnish **NCBA/SCSEP** with the following:
(Name of Host Agency)

1. Daily training schedule which will reflect the current task the participant is performing in his/her day-to-day assignment.
2. A quarterly In-Kind Report. Indicating dollar value of non-federal in-kind contributions (Supervision, office or other space, supplies, etc.) All in-kind contributions must be verifiable through Host Agency's records, and adhere to all the stipulations cited in paragraph 89.76c. Matching Share attached to In-Kind form.
3. Timesheets for each Participant.
4. Periodic activity reports and Participant Evaluations, as requested.
5. On-the-job training and adequate supervision for Participants.
6. Allow the Participant to make up lost time for a holiday as long as it is within the same pay period.
7. Provided vacancies announcement of Host Agency job openings as they occur, and assist in placing NCBA participant(s) into unsubsidized employment whenever and wherever an appropriate job vacancy may occur.
8. Adhere to safety practices.
9. Adhere to NCBA Affirmative Action Policy Appendix on Host Agency Handbook.
10. I acknowledge that **NCBA/SCSEP** staffs have provided adequate orientation for our agency regarding Title V program operations and goals.
11. Proof of General Liability Insurance coverage for all Participants assigned to this Host Agency.

**NCBA/SCSEP** recognizes Host Agency's right to refuse a Participant(s) training if it does not fit in with the Host Agency's day-to-day operation. However, if this should occur, kindly notify the Program Coordinator, Job Developer or Area Leader of your concern and a reassignment will be made.

Scott Carnahan, Chairman — Multiple - see attached
(Type or Print Authorized Person's Name) — (Type or Print On-Site Supervisor's Name)

(Authorized Person's Signature) Date

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)
HOST AGENCY APPLICATION AND WORKER REQUEST

## SATELLITE OFFICE INFORMATION

If your agency has more than one site where participants will be placed at; please attach this form to your application. (All information must be provided).

# Please print or type

Worksite Name: Central Citrus Community Center

Street Address: 2804 W Marc Knighton Ct. | 352-527-5942 (Phone Number)

Lecanto (City) | FL (State) | 34461 (Zip Code) | Fax Number

Worksite Supervisor's Name: KrissHomaday | E-Mail: kriss.homaday@citrusbocc.com

---

Worksite Name: Citrus County Department of Community Services - Extension

Street Address: 3650 W Soverigh Path | 352-527-5700 (Phone Number)

Lecanto (City) | FL (State) | 34461 (Zip Code) | Fax Number

Worksite Supervisor's Name: BJ Jarvis | E-Mail: bjjarvis@ufl.edu

---

Worksite Name: Citrus County Building - Grounds Maintenance

Street Address: 1300 S Lecanto Hwy | 352-527-5760 (Phone Number)

Lecanto (City) | FL (State) | 34461 (Zip Code) | Fax Number

Worksite Supervisor's Name: Bob Glancy | E-Mail: bob.glancy@citrusbocc.com

---

Worksite Name: Lake Region Library

Street Address: 1511 Druid Rd | 352-726-2357 (Phone Number)

Inverness (City) | FL (State) | 34452 (Zip Code) | Fax Number

Worksite Supervisor's Name: Dori Boelkens | E-Mail: dori.boelkens@citruslibraries.org

Revised 3.1.11

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)
HOST AGENCY APPLICATION AND WORKER REQUEST

**SATELLITE OFFICE INFORMATION**

If your agency has more than one site where participants will be placed at; please attach this form to your application. (All information must be provided).

# Please print or type

Worksite Name: Central Ridge Library

Street Address: 425 W Roosevelt Blvd — 352-352-746-6622 (Phone Number)

Beverly Hill (City) FL (State) 34465 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Maria Rucinski — E-Mail: maria.rucinski@citruslibraries.org

**********

Worksite Name: East Citrus Community Center

Street Address: 9907 E. Gulf to Lake Hwy — 352-344-9666 (Phone Number)

Inverness (City) FL (State) 34452 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Carolyn Adanti — E-Mail: carolyn.adanti@citrusbocc.com

**********

Worksite Name: West Citrus Community Center

Street Address: 8940 W Veteran Dr — 352-795-3831 (Phone Number)

Homosassa (City) FL (State) 34448 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: John Viggiano — E-Mail: john.viggiano@citrusbocc.com

**********

Worksite Name: Homosassa Library

Street Address: 4100 S Grandmarch Ave — 352-628-5626 (Phone Number)

Homosassa, (City) FL (State) 34446 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Renee Thompson — E-Mail: renee.thompson@citruslibraries.org

Revised 5.1.18

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

THE NATIONAL CAUCUS AND CENTER ON BLACK AGING, INC.
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)
HOST AGENCY APPLICATION AND WORKER REQUEST

## SATELLITE OFFICE INFORMATION

If your agency has more than one site where participants will be placed at; please attach this form to your application. (**All information must be provided**).

# Please print or type

Worksite Name: Historic Hernando School

Street Address: 2415 N Florida Ave — 352-566-2328 (Phone Number)

Hernando (City) FL (State) 34442 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Laura Touchton E-Mail: laura.touchton@citrusbocc.com

**********

Worksite Name: Citrus County Animal Services

Street Address: 4300 S Airport Rd — 352-746-8400 (Phone Number)

Inverness (City) FL (State) 34450 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Colleen Yarbrough E-Mail: colleen.yarbrough@citrusbocc.com

**********

Worksite Name: Veterans Services

Street Address: 2804 W Marc Knighton Ct — 352-527-5915 (Phone Number)

Lecanto (City) FL (State) 34461 (Zip Code) — (Fax Number)

Worksite Supervisor's Name: Philip Watson E-Mail: philip.watson@citrusbocc.com

**********

Worksite Name: _____

Street Address: _____ — _____ (Phone Number)

_____ (City) _____ (State) _____ (Zip Code) — _____ (Fax Number)

Worksite Supervisor's Name: _____ E-Mail: _____

Revised 5.1.1

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

# Memo

**To: ALL HOST AGENCY DIRECTORS**

**From: THE NCBA-SCSEP OFFICE**

**Cc: HOST AGENCY FILE**

**Date: 10/23/2014**

**Re: MAINTENANCE OF EFFORT**

This memo is being written to remind you that as stated in your NCBA-SCSEP Host Agency manual, we must follow the federal regulations from the Department of Labor which states that we cannot partner with any agency that practices maintenance of effort. As written in the Federal Register for the Senior Community Service Employment Program 20 CRF part 641 it states:

641.844

a) Employment of a participant funded under Title V of the OAA is permissible only in addition to employment that would otherwise be funded by the recipient, cub recipient, and host agency without assistance under the OAA. (OAA Sec. 502(b)(1)(F).

b) Each participant funded under Title V:

1) Must result in an increase in employment opportunities in addition to those that would otherwise be available;
2) Must not result in the displacement of currently employed workers including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits;
3) Must not impair existing contracts for services or result in the substation of Federal Funds for other funds in connection with work that would otherwise be performed;
4) Must not substitute SCSEP funded positions for existing federally assisted jobs; and
5) Must not employ or continue to employ any participant to perform work that is the same or substantially the same as that performed by any other person who is on layoff. (OAA Sec. 502(b)(1)(G).

Thank you very much for your understanding of the above and if you should have any questions, please do not hesitate to contact your local NCA-SCSEP office.

As always, we are most fortunate to have a partnership with your organization and look forward to our continued success in our mission to serve the older worker.

Signature

Date

Scott Carnahan, Chairman
Citrus County, Florida

Attachment: NCBA - Application Packet (12952 : NCBA - SCSEP Host Agency Agreement)

# Board of County Commissioners
## Executive Office
110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com


*Our Vision*
*"We are a user-friendly and common sense organization dedicated to responsive citizen services."*

DESIGNATION OF SIGNATURE AUTHORITY
FOR THE
National Caucus and Center on Black Aging, INC
Senior Community Service Employment Program (SCSEP)

The Citrus County Board of County Commissioners hereby designate the Director of Community Services the authority to execute the SCSEP program reporting forms required by the National Caucus and Center on Black Aging, INC. on a regular basis.

Scott Carnahan, Chairman
Board of County Commissioners

Date

Attachment: NCBA - Designation of Signature Authority (12952 : NCBA - SCSEP Host Agency Agreement)

*Scott Carnahan, Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 1st Vice Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 2nd Vice Chairwoman, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, District 1; Holly L. Davis, Commissioner, District 5*

# " SITE SUPERVISOR FORMS"

Host Agency Orientation Checklist

Host Agency and Participant Monitoring Form

Contribution Verification Worksheet (In-Kind)

Safety Report

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

# HOST AGENCY ORIENTATION CHECKLIST

This acknowledges that the following responsibilities of a SCSEP Host Agency have been thoroughly explained to me:

- Maintenance of Effort Violations
- Supervision and training responsibilities
- Participation in assessments and IEP's
- Participant Evaluations
- Time Sheet Schedule
- Attendance at Host Agency Meetings
- In-Kind Report
- Process for reporting accidents
- Reporting supervisory changes

| | |
|---|---|
| _____ | _____ |
| Signature/Host Agency Supervisor | Date |
| _____ | _____ |
| NCBA SCSEP Program Manager | Date |

Revised 10.23.14

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

# HOST AGENCY AND PARTICIPANT MONITORING

Host Agency:_____

Date: _____ Monitor: _____

Participant(s) Monitored

Community Service Assignment Title(s)

Changes in Assignment Duties/Hours:

Training Received/Desired:

Problems/Achievements:

**Host Agency Supervisor(s) Interviewed:**

Name(s):

Participant(s) Problems/Achievements:

Unsubsidized Placement Possibilities:

Other Issues:

Revised 5.1.18

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

# NCBA–SCSEP NON-FEDERAL CONTRIBUTION VERIFICATION WORKSHEET (In-Kind)

Host Agency Federal Id #: _____ (Rev. 10.23.14) Period of Report: July 1, 2021 (From: month/day/year) June, 30 2022 (To: month/day/year)

HOST AGENCY NAME: _____

ADDRESS: _____
(STREET) (CITY, STATE, ZIP CODE) (COUNTY) (TELEPHONE #)

**"ALL COST INDICATED BELOW MUST BE VERIFIABLE THROUGH AGENCY RECORDS"**

1. **SUPERVISION COST:**

| SUPERVISOR #1 NAME: | SUPERVISOR #2 NAME: | SUPERVISOR #3 NAME: | SUPERVISOR #4 NAME: |
|---|---|---|---|
| SUPERVISOR HOURLY RATE: $_____ (NON-FEDERAL FUNDS ONLY) | SUPERVISOR HOURLY RATE: $_____ (NON-FEDERAL FUNDS ONLY) | SUPERVISOR HOURLY RATE: $_____ (NON-FEDERAL FUNDS ONLY) | SUPERVISOR HOURLY RATE: $_____ (NON-FEDERAL FUNDS ONLY) |
| HOURS PER DAY: X | HOURS PER DAY: X | HOURS PER DAY: X | HOURS PER DAY: X |
| DAYS PER WEEK: X | DAYS PER WEEK: X | DAYS PER WEEK: X | DAYS PER WEEK: X |
| WEEKS IN QUARTER: X | WEEKS IN QUARTER: X | WEEKS IN QUARTER: X | WEEKS IN QUARTER: X |
| SUPERVISION COST: =$ | SUPERVISION COST: =$ | SUPERVISION COST: =$ | SUPERVISION COST: =$ |
| TOTAL SUPERVISION COST (COMBINED TOTALS FROM SUPERVISOR #1, #2, #3, AND #4) $_____ | | | |

2. **FRINGE BENEFITS:** This includes the actual cost or estimated fair market value of all additional benefits provided to the participants by the Host Agency or others. Such benefits would include: Support services provided, counseling, health assistance, etc $_____

3. TRANSPORTATION: Include the total cost of transportation provided by the host agency to participants or reimbursements made to participants for travel in the performance of the job or to and from home to the worksite $_____

4. **EQUIPMENT**: Includes the cost of any equipment purchased specifically for the use of participants on the project or the fair local rental value of any equipment used by participants times the number of hours the equipment is actually used by the participants. The rental value reported for the duration of the project cannot exceed the cost of purchasing the equipment. $_____

5. **SUPPLIES**: Include the actual cost of materials, tools, office supplies and other expendable items used directly by the participants in carrying out their assignments $_____

6. **OTHER DIRECT COSTS**: Include the cost of telephone service and postage only if the costs are incurred directly as a result of the work the participants are doing. $_____

7. **CONTRACTUAL COSTS**: Include the cost of space rental and utilities but only if such costs are incurred directly as a result of the participants being employed at your agency. $_____

8. **TOTAL: Total the costs listed above in items 1 through 7 for the period being reported** $_____

**CERTIFICATION:** As the official representative of the Host Agency for the NCBA/SCSEP participant(s), I hereby certify that the costs detailed above represent the fair and accurate total of the non-federal support provided by my agency on behalf of the NCBA Senior Community Service Employment Program. I also certify that all costs listed above are verifiable by supporting documents, and I fully understand the restrictions cited in the Supplemental In-kind Instruction Sheets, paragraph 89.76, Matching Share.

Print Name and Title of Agency Authorized Rep: _____

Signature of Agency Authorized Rep: _____ Date: _____

**NOTE:** The non-federal contributions made by your agency on behalf of the NCBA Senior Community Service Employment Program participants are to be reported to the local NCBA office listed below at the end of every calendar quarter. If you have any questions about the report, contact the local NCBA office at: **Your state address goes here**

_____, Program Coordinator NCBA Program Coordinator Signature _____ Date _____

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

SAFETY REPORT CHECKLIST
NCBA-SCSEP

DATE:

HOST AGENCY NAME:
COUNTY:
SUPERVISOR:

PRINT SAFETY INSPECTORS NAME:

| HOUSEKEEPING: | YES | NO |
|---|---|---|
| 1. Are there any trip hazards in any walkways (carpet, rugs, electrical cords, etc.) | □ | □ |
| List Potential Hazards: | | |
| 2. Are the work areas kept neat and without clutter? | □ | □ |
| List Potential Hazards: | | |
| 3. Is lighting adequate? | □ | □ |
| List Potential Hazards: | | |

| ELECTRICAL: | YES | NO |
|---|---|---|
| 4. Are electrical cords in good condition and not worn. | □ | □ |
| 5. Are electrical outlets in good condition (No loose connections) | □ | □ |
| 6. Are electrical cords routed under carpeting or under rugs/ mats? | □ | □ |

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

7. Are electrical devices, tools & equipment properly grounded (Ask site supervisor.) ☐ ☐
List Potential Hazards:

| CHEMICAL: Ask Site Supervisor | YES | NO |
|---|---|---|
| 8. Are SDS sheets maintained and do participants know where they are? | ☐ | ☐ |
| 9. Are strong chemical smells present (If so ask site supervisor). | ☐ | ☐ |

List Potential Hazards

| FIRE: | YES | NO |
|---|---|---|
| 10.Is a Fire Evacuation Plan posted and do participants know where it is. | ☐ | ☐ |
| 11. Are fire extinguishers available? Are they charged? | ☐ | ☐ |

List Potential Hazards:

LIFTING:

12. What is the maximum amount that a participant lifts (ask site supervisor) lbs.

| | YES | NO |
|---|---|---|
| 13. Are participants instructed to use good lifting techniques (ex: Bend knees etc.) | ☐ | ☐ |

List Potential Hazards:

| OTHERS: | YES | NO |
|---|---|---|
| 14. Are emergency exits clearly marked and free from obstruction? | ☐ | ☐ |
| 15. Does the host agency have safety meetings? | ☐ | ☐ |

16. List any other concerns that you have:

INSPECTOR'S SIGNATURE:

SITE SUPERVISOR SIGNATURE:

Attachment: Site Supervisor Forms (12952 : NCBA - SCSEP Host Agency Agreement)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | Community Care Corps Program 2021-2022 Grant Application |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County Support Services requests permission to apply for funding from Community Care Corps for funding of the Local Models Program 2021-2022.

This program fosters innovative local models in which volunteers assist family care givers or directly assist older adults with non-medical care in order to maintain their independence. This is a 12 month grant with the option to apply for a second year. It will be utilized by Citrus County Support Services to create a program similar to the Senior Companion Program that is sunsetting June 30, 2021. Deadline to apply is July 9, 2021.

The application will be generated and submitted electronically.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

Grant funding $100,000. This grant requires a 21% match. (Cash match of $6,500 which is already budgeted for RSVP in FY22 that can be transferred to CCC and $14,500 In-Kind).

**RECOMMENDED ACTION:**

a. Approve and authorize the Chairman to execute a Resolution authorizing an application for funding to Community Care Corps for the Local Models Program grant 2021-2022.

b. Approve and authorize the Chairman to execute the “Designation of Signature Authority”. Grant funding of $100,000 requires a 21% match ($6,500 cash which is already budgeted for RSVP in FY22 that can be transferred to CCC and $14,500 In-Kind).

# Resolution _____

Resolution Authorizing the Application and Execution of a Contract for Funding of Local Models Program with Community Care Corps and Designation of Signature Authority, and Authorizing the Signatories for Such Instruments.

**WHEREAS,** the Citrus County Board of County Commissioners, a unit of general purpose government duly authorized to conduct business under Florida Statute 125, has determined that it is in the best interest of the older population, which it serves, to apply to Community Care Corps for funding to provide nonmedical services to assist older adults under the Local Models Program for October 1, 2021 through September 30, 2022.

**WHEREAS,** Citrus County staff has read or reviewed or will read or review the related model contract and is familiar with the matters contained therein, and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity, and

**WHEREAS,** Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by Citrus County in relation to the program for which financial assistance is being sought, and now, therefore,

**BE IT RESOLVED** that:

1. The Chairman and 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners shall be authorized to sign the application for financial assistance, the related prime contract, amendments thereto and certifications and assurances, as required to obtain funding from Community Care Corps for the Local Models Program, after review by the County Attorney's Office.

2. The Chairman and 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners shall be authorized to grant signature authority to the Director of Community Services to electronically sign and submit the application for financial assistance, the related prime contract, amendments thereto and certifications and assurances, as required to obtain funding from Community Care Corps for the Local Models Program, after review by the County Attorney's Office.

**THIS RESOLUTION** was duly adopted and recorded in the minutes this 22nd day of June 2021.

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

Attachment: 2021-2022 Resolution [Revision 1] (12956 : Community Care Corps Program 2021-2022 Grant Application)

Attested:

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____

Clerk

_____

Denise A. Dymond Lyn
COUNTY ATTORNEY

Attachment: 2021-2022 Resolution [Revision 1] (12956 : Community Care Corps Program 2021-2022 Grant Application)

# Board of County Commissioners
## Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com


*Our Vision*
*"We are a user-friendly and common sense organization dedicated to responsive citizen services."*

DESIGNATION OF SIGNATURE AUTHORITY
FOR THE
COMMUNITY CARE CORPS
ELECTRONIC AWARD AND MANAGEMENT PROCESS

Citrus County, Florida, a political subdivision of the State of Florida hereby authorizes the Director of Community Services to be assigned the authority to execute and electronically submit the Application for funding of the Local Models Program by Community Care Corps, the resulting contract, any amendments thereto, and the required Certifications and, Assurances on behalf of the County, for the CCC Electronic Award and Management System. This will be effective 2021-2022.

_____ _____

Scott Carnahan, Chairman
Board of County Commissioners

Date

Attachment: Designation of Signature (002) (12956 : Community Care Corps Program 2021-2022 Grant Application)

*Scott Carnahan, Chairman, Commissioner, District 4; Ronald E. Kitchen Jr., 1st Vice Chairman, Commissioner, District 2; Ruthie Davis Schlabach, 2nd Vice Chairwoman, Commissioner, District 3; Jeff Kinnard, D.C., Commissioner, District 1; Holly L. Davis, Commissioner, District 5*

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | Inverness Airport Business Park WM and FM ext. project CAA #1 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The purpose of this project was to design, permit and construct water and sewer infrastructure along Airport Road located in Inverness. Construction consisted of an 8-inch water main and a 4-inch force main connecting into the existing infrastructure and ending at the south end of Airport Road. This project was time sensitive based on a grant agreement and to avoid delays added gopher tortoise relocation as part of the contractor's responsibility. CAA #1 presents the tortoise relocation scope and fee of $7,100.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Board acknowledgement of CAA #1 for the Inverness Airport Business Park Water Main and Force Main Extension project.

**Art Walker Construction, Inc.**

P.O. Box 267 • Lowell, FL 32663
Phone: 352-629-1466
Email: office@artwalkerconstruction.com

3/29/2021

Citrus County Department of Water Resources
Attn: Leonard Brown
3600 W. Sovereign Path
Lecanto, Fl 34461

RE: Inverness Airport Business Park Water Main & Force Main
Change Order Request No. 1

| Item No. | Item Description | Quantity | UM | Unit Price | Ext. Amount |
|---|---|---|---|---|---|
| 1 | Mobilization | 1 | LS | $800.00 | $ 800.00 |
| 2 | Silt Fence for Gopher Penning Area | 3,150 | LF | $2.00 | $ 6,300.00 |
| | | | | **TOTAL:** | **$ 7,100.00** |

NOTES:
1) If needed: seed and mulch- $1.00 SY
2) Locates by others.
3) Only items listed above included in change order.
4) Final payment will be based on actual quantities installed and measured in place.

Tim Walker

Tim Walker, Project Manager
Art Walker Construction, Inc.
tim.walker@artwalkerconstruction.com

Citrus County Department of Water Resources

Attachment: Inv Airport CO Request #1 from AW (12967 : Inverness Airport Business Park WM and FM ext. project CAA #1)

**Board of County Commissioners**
**DEPARTMENT OF WATER RESOURCES**
**UTILITY PLANNING & ENGINEERING**
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461-7788
Telephone: (352) 527-7646 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.citrusbocc.com

## CONTINGENCY ALLOWANCE ADJUSTMENT (CAA) AUTHORIZATION REQUEST

**Project:** Inverness Airport Business Park Water and Force Main Extension ITB21-049
**CAA No:** CAA No. 1
**Scope:** For this project, to expedite the Gopher Tortoise relocation for the Inverness Airport Business Park Water main and Force main extension project, the County has asked Art Walker Construction to build an approximate 2 acre silt fence "pen" for the tortoises to be relocated to during the construction of the project.

| | |
|---|---|
| Beginning Contingency Allowance: | $ 40,000.00 |
| Previous Contingency Allowance Net Adjustments: | $ 0.00 |
| Contingency Allowance Adjustment this Request: | $ 7,100.00 |
| Contingency Allowance Balance: | $ 32,900.00 |

The Contingency Allowance Authorization referenced above is approved to be funded from the Contingency Allowance included in the Agreement and Purchase Order.

Approved as Submitted: Kenneth S Ward Date: 4/8/21
Action by the Project Construction Engineering Inspector or Engineer of Record: Burrell Engineering

Approved as Submitted: Tarrah A Walker Digitally signed by Tarrah A Walker Date: 2021.04.12 14:31:25 -04'00' Date: _____
Action by the Project Contractor: Art Walker Construction, Inc.

Approved as Submitted: Leonard Brown Digitally signed by Leonard Brown Date: 2021.04.07 14:14:54 -04'00' Date: _____
Action by the Water Resources Planning and Engineering Project Manager: Leonard Brown

Approved as Submitted: Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.08 14:22:52-04'00' Date: _____
Action by the Water Resources Planning and Engineering Division Director: Christina Malmberg, P.E.

Approved as Submitted: Ken Cheek Digitally signed by Ken Cheek Date: 2021.04.08 16:27:42 -04'00' Date: _____
Action by the Department of Water Resources Director: Ken Cheek

Approved as Submitted: _____ Date: _____
BOCC Chairman, Scott E. Carnahan (Not applicable if the cost of the CAA is less than 30% of the original Contingency amount established for the project or $25,000, whichever is higher. A.R. 11.18)

Attachment: InvAir Contingency Auth KW AW LB TM KC (12967 : Inverness Airport Business Park WM and FM ext. project CAA #1)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | Multi Purpose Trail on W Oak Park Blvd |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Sugarmill Woods property owners came before the Board of County Commissioners to request a multi-purpose trail be constructed in the right-of-way of Oak Park Blvd. between Corkwood Blvd. and the Suncoast Parkway.

With no available parking along the Suncoast Parkway Multi-Purpose trail access location, the new trail will allow for safer access to the Suncoast Parkway Multi-Purpose Trail for the residents of Sugarmill Woods and surrounding areas.

The project will consist of clearing and grubbing, excavation and removal of soils and the placement of asphalt millings for 1910 lineal feet by 10 foot in width. **The work is being performed by County forces. Consequently, labor costs are not included.**

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance* |
|---|---|---|---|---|---|
| 2140-56300 | Imprv Other than Bldg | $139,878 | $18,395 | 0 | $121,483 |

*Prior to expenditure

**RECOMMENDED ACTION:**

Approve the Construction of the Multi-Purpose Trail on W Oak Park Blvd and the related budget transfer in the amount of $36,853.

Attachment: Oak Park Multi Use Path (12975 : Multi Purpose Trail on W Oak Park Blvd)

Attachment: Multi Purpose Path W Oak Park Blvd - Estimate (12975 : Multi Purpose Trail on W Oak Park

**Construct 1910'x10' - Multi Use Path - W Oak Park**

| Item No. | Description of Work | Quantity | Unit | Material Cost | Labor | Equipment | Total Unit Price | Extension |
|---|---|---|---|---|---|---|---|---|
| 1 | Excavation, Clearing Grubbing, Shaping & Compaction of Subgrade | 160 | MH | | $4,000.00 | $6,858.80 | $67.87 | $10,858.80 |
| 2 | Place, Balance & Compact 7" Asphalt Millings (Delivered) | 572 | Ton | $20,997.96 | $3,500.00 | $6,712.64 | $36.72 | $20,997.96 |
| 3 | 6" PVC Sleeving Installed - 2 Locations | 32 | LF | $72.00 | $50.00 | $66.72 | $5.90 | $188.72 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | *Subtotal* | $32,045.48 |
| | | | | | | | *Contingency:* 15% | $4,806.82 |
| ***$21,069.96 Material Cost*** | | | | | | | ***Total Estimate*** | $36,852.31 |

***Comments:*** *1. Survey, layout, and locates have not been incorporated into this estimate. 2. For additional information regarding this estimate, please see the electronic version which includes notes an calculations. BAM*

C4
Prep Work Manhours:
4 Person Crew - 4 -10hr Days

F4
Prep Work Staffing Requirements:
Mini Hoe Operator -40hrs
Loader / Root Rake Operator -40hrs
Trash Truck Operator -40hrs
Ground Person- 40hrs

Total 160hrs @ $25/hour

G4
Prep Work Equipment Cost:
Mini Excavator - $33.36*40hrs
Loader - $79.50*40hrs
Trash Truck - $53.22*4hrs
Pickup Trucks - 2 @ $12.78*10hrs

C5
Asphalt Millings Calculations:
Coverage (Square feet) 19,100 sq ft
Volume (Cubic feet) 11,142 cu ft
Volume (Cubic yards) 412.7 cu yd
Estimated amount (Pounds) 994,497 lb
Estimated amount (Tons) 497.25 ton
Amount +15% compression 571.84 ton

E5
Asphalt Millings/Delivered Cost:
$36.72/Ton x 572 Ton

F5
Asphalt Millings Staffing Requirements:
Box Blade Tractor Operator -20hrs
Roller Operator -20hrs
Skid Steer Operator -20hrs
Dump Truck Operators -20hrs x 2
Water Truck Operators -20hrs x 2

Total 140hrs @ $25/hour

G5
Asphalt Millings Equipment Cost:
Box Blade Tractor -20hrs x $37.17
Roller -20hrs x $26.90
Skid Steer -20hrs x $38.72
Dump Trucks -20hrs x 2 x $79.62
Water Truck -20hrs x 2 x $31.05
Pickup Trucks -6hrs x $12.78 x 3

C6
PVC Sleeving Calculations:

Attachment: Multi Purpose Path W Oak Park Blvd - Estimate (12975 : Multi Purpose Trail on W Oak Park

Estimate By: ***Bryan McFee***

16LF x $2.25 x 2 Locations

**ROAD MAINTENANCE DIVISION**
**Project Estimate Work Sheet**



03/23/2021

E6
6" Sch 40 PVC Sleeving:
$2.25/LF x 32LF

F6
Sleeve Installation Staffing Requirements:
Mini Excavator Operator -$25hr x 2 hrs

G6
Sleeve Installation Equipment Cost:
Mini Excavator -$33.36hr x 2 hrs

Attachment: Multi Purpose Path W Oak Park Blvd - Estimate (12975 : Multi Purpose Trail on W Oak Park

# Citrus County Board of County Commissioners
## Budget Transfer Form

| September 11, 2020 | 001 | General Fund CIP |
|---|---|---|
| **Date** | **Fund Number** | **Fund Title** |

**Dept/Office/Division:** Capital Improvement Program

| Department Number | Account Number | From Amount | To Amount | Account Title |
|---|---|---|---|---|
| 9999 | 61000 | 36,853 | | Reserve for Contingency |
| 2140 | 56300 | | 36,853 | Improve Other Than Bldg |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Detailed Reason for Transfer:**

This budget transfer is for the Oak Park Mulit Purpose Trail project. Sugarmill Woods' property owners came before the Board to request a trail be constructed in the right-of-way of Oak Park Blvd. between Corkwood Bvld. and the Suncoast Parkway.

**Division Approval:** Prepared by Management & Budget Date: 06/09/2021

**Department/Office Approval:** Prepared by Management & Budget Date: 06/09/2021

**Management & Budget Approval:** CJ Scott Digitally signed by CJ Scott Date: 2021.06.09 13:27:43 -04'00' Date:

**Board Approval:**

Attachment: Budget Transfer 6-22-2021 (12975 : Multi Purpose Trail on W Oak Park Blvd)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | RESTORE Act: Operational Self-Assessment |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The United States Department of the Treasury is responsible for administering the RESTORE Act Direct Component (Pot 1) grant program. Treasury's RESTORE Act guidance requires that all eligible entities complete an operational self-assessment yearly. The completed assessment must be emailed to the Treasury no later than June 30th.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

No budget impact

**RECOMMENDED ACTION:**

Approve the "Treasury Office of Gulf Coast Restoration RESTORE Act Eligible Entity Operational Self-Assessment (OSA)" and authorize submittal of the OSA information to the Treasury via their online portal.

**United States Department of the Treasury**
**Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act)**
**Operational Self-Assessment (OSA)**

OMB Approval No. 1505-0250

On July 6, 2012, the President signed the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act) into law. The Act establishes a Trust Fund in the Treasury of the United States, known as the Gulf Coast Restoration Trust Fund. Under the terms described in the Act, amounts in the Trust Fund will be available for programs, projects, and activities that restore and protect the environment and economy of the Gulf Coast region.

The Act gives Treasury several roles in administering the Trust Fund. For the Direct Component and Centers of Excellence Research Grants Programs, Treasury is responsible for determining eligibility and monitoring compliance with other requirements in the RESTORE Act and federal laws and policies applying to grants.

As part of the requirements under the RESTORE Act Guidance, you must complete the attached operational self-assessment (OSA). The OSA focuses on operational internal control areas and will be used, in part, to assist Treasury in determining an appropriate compliance monitoring protocol. The OSA is not intended to provide guidance regarding compliance or audit requirements, but simply as a data gathering tool.

Please email your completed responses to RESTOREAct@treasury.gov.

| | Organization Information | | | |
|---|---|---|---|---|
| Entity Name | Citrus County, Florida | | | |
| OSA Completed By | Erin Dohren | | | |
| Job Title | Senior Budget Analyst | | | |
| Contact Details | Email | erin.dohren@citrusbocc.com | Phone number | 352-527-5213 |
| Entity Address | 3600 W. Sovereign Path. Ste. 178 | | | |
| Date OSA Completed | 6/4/2021 | | | |
| Comments | | | | |

Attachment: RESTORE Act Operational Self Assessment 2021 (12974 : RESTORE Act: Operational Self-Assessment)

According to the Paperwork Reduction Act of 1995, 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 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, RESTORE Act Program, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

| Self-Assessment Questions | | |
|---|---|---|
| **Environment** | | |
| **Questions** | **Please respond "YES" or "NO"** | **Comments** |
| 1. Does management promote open communications throughout the organization and effectively provide information to employees and other stakeholders? | Y ◉ N ○ | |
| 2. Does management model and support ethical behavior? | Y ◉ N ○ | |
| 3. Is adequate training and supervisory oversight provided to all employees to ensure that the organization effectively carries out its programs and activities, including employees working on federal grant programs? | Y ◉ N ○ | |
| 4. Are policies, procedures and processes regularly reviewed, updated and created to ensure that the organization effectively carries out its programs and activities, including updates that may be needed for federal grant funds? | Y ◉ N ○ | |
| 5. Does the organization periodically assess and maintain proper segregation of duties? | Y ◉ N ○ | |
| 6. Is there a written code of conduct that is reviewed and signed off by employees at least annually? | ○ N ◉ | The code of conduct is located in the employee handbook, which is provided to all new employees. |
| 7. Is there a written conflict of interest policy that is reviewed and signed off by employees at least annually? | ○ N ◉ | Our conflict of interest policy is located in the employee handbook, which is provided to all new employees. |
| 8. Is anti-fraud awareness training conducted at least annually that is evidenced by attendance sheets or other mechanisms? | Y ◉ N ○ | |
| 9. Are there formal policies and procedures in place for employees to confidentially report suspected violations of policies and or suspected instances of fraud or other criminal activity, including specifically those related to federal grant programs? | Y ◉ N ○ | Information on red flag reporting is available to employees as well as a phone number to call for anonymous reporting. |
| 10. Are breaches of policy and/or instances of fraud or other criminal activity addressed by management? Including taking steps to prevent future violations? Does the policy include notification to the appropriate federal agency in cases of confirmed fraud related to federal funds? | Y ◉ N ○ | We are not aware of any federal funds ever being involved in fraud. However, we would notify the appropriate federal agencies if this occurred. |
| 11. Does the organization complete criminal and financial background checks on employees? | Y ◉ N ○ | Criminal background checks are completed for each employee, however financial background checks are not. |



Attachment: RESTORE Act Operational Self Assessment 2021 (12974 : RESTORE Act: Operational Self-Assessment)

**Self-Assessment Questions**

**Risk Assessment**

| Questions | Please respond "YES" or "NO" | Comments |
|---|---|---|
| 12. Does the organization have a formalized internal control program and risk assessment methodology for managing and monitoring operational and financial risks that is periodically tested and updated as needed? | Y ◉ N ○ | The Clerk of Court is responsible for both internal and external audits. |
| 13. Does the organization maintain a formalized compliance program for managing and monitoring risks associated with regulatory compliance? | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |
| 14. Does the organization have a formalized risk assessment process in place specifically for federal grant programs, including standard forms and checklists, for assessing subrecipient eligibility and monitoring performance? | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |

**Objectives**

Questions 15-26 relate to compliance requirements, specifically the control objectives outlined in the OMB Circular A-133 Compliance Supplement 2014, Part 6 -- Internal Control, which can be downloaded online at http://www.whitehouse.gov/omb/circulars. This supplement is updated annually and can be found at the same website.

Please confirm that internal controls, including written policies, procedures, processes, systems and reporting exist to provide reasonable assurance that the following objectives will be met for the **RESTORE Act funds:**

| Questions | Please respond "YES" or "NO" | Comments |
|---|---|---|
| 15. Allowable / Unallowable Activities & Costs - An effective system of internal controls exists to provide reasonable assurance that federal awards are expended only for allowable activities and that the costs of goods and services charged to federal awards are allowable and in accordance with the applicable cost principles. | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |
| 16. Cash - An effective system of internal controls exists to provide reasonable assurance that the (1) drawdown of federal cash is only for immediate needs, (2) reimbursement is requested only after costs have been incurred, (3) States comply with applicable Treasury agreements, and (4) recipients limit payments to subrecipients to immediate cash needs. | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |
| 17. Davis-Bacon Act - An effective system of internal controls exists to provide reasonable assurance that contractors and subcontractors were properly notified of the Davis-Bacon Act requirements and the required certified payrolls were submitted to the non-federal entity. | Y ◉ N ○ | The County performs certain Davis-Bacon compliance activities and contracts with consultants for other activities. The Grants Office monitors compliance for all grant funded projects that require Davis-Bacon. |
| 18. Eligibility - An effective system of internal controls exists to provide reasonable assurance that only eligible individuals and organizations receive assistance under federal award programs and that subawards are made only to eligible subrecipients. | Y ◉ N ○ | The Citrus County Board of County Commissioners must sign all agreements. |

Attachment: RESTORE Act Operational Self Assessment 2021 (12974 : RESTORE Act: Operational Self-Assessment)

| Self-Assessment Questions | | |
|---|---|---|
| 19. Equipment & Real Property - An effective system of internal controls exists to provide reasonable assurance that proper records are maintained for equipment acquired with federal awards, equipment is adequately safeguarded and maintained, disposition or encumbrance of any equipment or real property is in accordance with federal requirements, and the federal awarding agency is appropriately compensated for its share of any property sold or converted to non-federal use. | Y ◉ N ○ | The Clerk of Court has a fixed asset clerk who maintains a list of all assets, and assets purchased with grant funding are notated. |
| 20. Matching, Level of Effort, Earmarking - An effective system of internal controls exists to provide reasonable assurance that matching, level of effort, or earmarking requirements are met using only allowable funds or costs which are properly calculated and valued. | Y ◉ N ○ | The Grants Office under the Department of Management & Budget and grant manager/administrators. |
| 21. Availability - An effective system of internal controls exists to provide reasonable assurance that federal funds are used only during the authorized period of availability. | Y ◉ N ○ | All grant expenditures are reviewed by the department and the Grants Office. |
| 22. Procurement, Suspension & Debarment - An effective system of internal controls exists to provide reasonable assurance that procurement of goods and services are made in compliance with the provisions of 2 CFR 200 (formerly the A-102 Common Rule or OMB Circular A-110, as applicable), and that covered transactions (as defined in the suspension and debarment common rule) are not made with a debarred or suspended party. | Y ◉ N ○ | |
| 23. Program Income - An effective system of internal controls exists to provide reasonable assurance that program income is correctly earned, recorded, and used in accordance with the program requirements. | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |
| 24. Real Property Acquisition & Relocation - An effective system of internal controls exists to provide reasonable assurance of compliance with the real property acquisition, appraisal, negotiation, and relocation requirements. | Y ◉ N ○ | All employees will follow policies and procedures as described in the grants manual. |
| 25. Reporting - An effective system of internal controls exists to provide reasonable assurance that reports of federal awards submitted to the federal awarding agency include all activity of the reporting period, are supported by underlying accounting or performance records, and are fairly presented in accordance with program requirements. | Y ◉ N ○ | |
| 26. Subrecipient Monitoring - An effective system of internal controls exists to provide reasonable assurance that federal award information and compliance requirements are identified to subrecipients, subrecipient activities are monitored, subrecipient audit findings are resolved, and the impact of any subrecipient noncompliance on the pass-through entity is evaluated. Also, the pass-through entity should perform procedures to provide reasonable assurance that the subrecipient obtained required audits and takes appropriate corrective action on audit findings. | Y ◉ N ○ | Sub-recipient monitoring will be done by the Grants Office or consultant. |



Attachment: RESTORE Act Operational Self Assessment 2021 (12974 : RESTORE Act: Operational Self-Assessment)

**Self-Assessment Questions**

**Information & Communication**

| Questions | Please respond "YES" or "NO" | Comments |
|---|---|---|
| 27. External and internal Communication channels are established between organization and (1) federal agency (2) state agencies (3) sub-recipients and (4) contractors and vendors and (5) other stakeholders. | Y ◉ N ○ | |
| 28. Information related specifically to federal fund awards, including grant agreements, program guidelines, legal requirements, required reporting and other requirements are communicated to relevant internal and external stakeholders. | Y ◉ N ○ | |
| 29. Information systems and accounting systems are in place and designed to meet all federal program requirements, including reporting requirements. | Y ◉ N ○ | |
| 30. Information systems policies and procedures exist for the safeguarding of data, including personally identifiable information (PII), authorization and addition of system users, termination of user rights, information back-up and recovery, and retention and destruction of data. | Y ◉ N ○ | The Clerk of Court and Systems Management monitor user authorizations, and all record retention guidelines are followed. |
| 31. The organization performs vulnerability, penetration and disaster recovery testing on IT and data storage systems and has documented these processes and testing outcomes. | Y ◉ N ○ | Systems Management will update this question before submission. |
| 32. Access to data, including PII, is protected against unauthorized access and is limited to appropriate individuals based on job functions. | Y ◉ N ○ | |

**Monitoring**

| Questions | Please respond "YES" or "NO" | Comments |
|---|---|---|
| 33. Are the associated grant fund operations regularly assessed by an internal auditor, Inspector General and external audit function (A-133)? | Y ◉ N ○ | |
| 34. Does the organization formally respond to all internal audit, Inspector General and external audit findings in writing and make timely corrections? | Y ◉ N ○ | |
| 35. Does management periodically review all reports, deliverables, expenditures, and other requirements related to federal grant programs to ensure that guidelines and requirements are being met? | Y ◉ N ○ | |

Attachment: RESTORE Act Operational Self Assessment 2021 (12974 : RESTORE Act: Operational Self-Assessment)

27498.txt

This is the yearly self assessment required by the Treasury. The assessment must be signed & returned by 6/30/21, the form is updated yearly and slightly different than last year.

Attachment: RESTORE OSA (12974 : RESTORE Act: Operational Self-Assessment)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | Inverness Airport Water and Force Main Extension |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On March 23, 2021, BOCC approved an agreement between Citrus County and Art Walker Construction, Inc. for the construction of approximately 1,622 linear feet (LF) of 4-inch Force Main, 1,604 LF of 8-inch Water Main along with services, fire hydrants, valves and Right of Way (ROW) restoration along S. Airport Rd. to E. Watson St. in Inverness, Florida.

The Project Manager confirms that the project ITB 21-049 / CIP Project A2015-03 has been successfully completed to satisfaction and requests that the Board approve the project and Release of Retainage to the Contractor.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Accept the completed Inverness Airport Business Park Water and Force Main Extension Project and approve the release of retainage in the amount of $17,533.50 to Art Walker Construction, Inc.

SECTION 00620

# Contractor's Application for Payment No. 2-Retainage

| | | |
|---|---|---|
| | Application Period: 4/14/21 -5/31/21 | Application Date: 5/31/2021 |
| To (Owner): Citrus County Board of County Commissioners | From (Contractor): Art Walker Construction, Inc. | Via (Engineer): Burrell Engineering, Inc. |
| Project: Inverness Airport Business Park Water & Sewer | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: 12657 | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT PRICE | $ | $208,235.00 |
| 2. Net change by Change Orders | $ | |
| 3. Current Contract Price (Line 1 ± 2) | $ | $208,235.00 |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) | $ | $175,335.00 |
| 5. RETAINAGE: | | |
| a. X $175,335.00 Work Completed | $ | |
| b. X Stored Material | $ | |
| c. Total Retainage (Line 5a + Line 5b) | $ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | $ | $175,335.00 |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | $ | $157,801.50 |
| 8. AMOUNT DUE THIS APPLICATION | $ | $17,533.50 |
| 9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | $ | $32,900.00 |

**Contractor's Certification**

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Jarrah Walker Date: 5/27/2021

Payment of: $ 17,533.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: Kenneth L Ward 6/1/21
Burrell Engineering, Inc. (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
Citrus County BOCC (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

RECEIVED
By Leonard Brown at 8:35 am, Jun 01, 2021

PAY APP #2 RELEASE OF RETAINAGE
ACC # 112C-205134 $17,533.50
TOTAL DUE $17,533.50

REV 10/13

Endorsed by the Construction Specifications Institute.

## Progress Estimate - Unit-Price Work

## Contractor's Application

| | | | |
|---|---|---|---|
| For (Contract): | Inverness Airport Business Park Water & Sewer Improvements | Application No.: | 2-Retainage |
| Application Period: | April 14, 2021 through May 31, 2021 | Application Date: | 5/31/2021 |

| A | | | | | B | C | | | | D | E | F | G | H |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item | | | | | | Estimated Quantity Installed Previous Period | | Estimated Quantity Installed This Period | | | | | | |
| Bid Item No. | Description | Bid Item Quantity | Bid Item Unit | Unit Price | Bid Item Value ($) | Quantity | Amount | Quantity | Amount | Value of Work Installed to Date | Materials Presently Stored (not in C) | Total Completed and Stored to Date (D + E) | % (F / B) | Balance to Finish (B - F) |
| 1 | 8" PVC Water Main (incld. fittings) | 1604 | LF | $27.00 | $43,308.00 | 1604.00 | $ 43,308.00 | | $ - | $43,308.00 | | $43,308.00 | 100.0% | |
| 2 | 8" Gate Valve | 3 | EA | $1,505.00 | $4,515.00 | 3.00 | $ 4,515.00 | | $ - | $4,515.00 | | $4,515.00 | 100.0% | |
| 3 | Open Cut Asphalt Driveways | 2 | LS | $2,465.00 | $4,930.00 | 2.00 | $ 4,930.00 | | $ - | $4,930.00 | | $4,930.00 | 100.0% | |
| 4 | Air Release Valve (offset) | 1 | EA | $3,815.00 | $3,815.00 | 1.00 | $ 3,815.00 | | $ - | $3,815.00 | | $3,815.00 | 100.0% | |
| 5 | Fire Hydrant Assembly | 2 | EA | $5,160.00 | $10,320.00 | 2.00 | $ 10,320.00 | | $ - | $10,320.00 | | $10,320.00 | 100.0% | |
| 6 | Blow Off Assembly | 1 | EA | $1,260.00 | $1,260.00 | 1.00 | $ 1,260.00 | | $ - | $1,260.00 | | $1,260.00 | 100.0% | |
| 7 | Sod (west) | 1544 | LF | $7.00 | $10,808.00 | 1544.00 | $ 10,808.00 | | $ - | $10,808.00 | | $10,808.00 | 100.0% | |
| 8 | Connect to Existing Water Main | 1 | LS | $2,055.00 | $2,055.00 | 1.00 | $ 2,055.00 | | $ - | $2,055.00 | | $2,055.00 | 100.0% | |
| 9 | Testing | 1 | LS | $1,605.00 | $1,605.00 | 1.00 | $ 1,605.00 | | $ - | $1,605.00 | | $1,605.00 | 100.0% | |
| | Sewer Forcemain | | | | | | | | | | | | | |
| 10 | 4" PVC Sanitary Force Main | 1622 | LS | $13.00 | $21,086.00 | 1622.00 | $ 21,086.00 | | $ - | $21,086.00 | | $21,086.00 | 100.0% | |
| 11 | 4" PIG Launcher | 1 | LS | $7,945.00 | $7,945.00 | 1.00 | $ 7,945.00 | | $ - | $7,945.00 | | $7,945.00 | 100.0% | |
| 12 | 4" PIG Catcher | 1 | EA | $7,945.00 | $7,945.00 | 1.00 | $ 7,945.00 | | $ - | $7,945.00 | | $7,945.00 | 100.0% | |
| 13 | Air Release Valve (offset) | 1 | EA | $4,890.00 | $4,890.00 | 1.00 | $ 4,890.00 | | $ - | $4,890.00 | | $4,890.00 | 100.0% | |
| 14 | Cap | 1 | | $250.00 | $250.00 | 1.00 | $ 250.00 | | $ - | $250.00 | | $250.00 | 100.0% | |
| 15 | 4" Gate Valve | 3 | EA | $850.00 | $2,550.00 | 3.00 | $ 2,550.00 | | $ - | $2,550.00 | | $2,550.00 | 100.0% | |
| 16 | Sod (east) | 1597 | EA | $9.00 | $14,373.00 | 1597.00 | $ 14,373.00 | | $ - | $14,373.00 | | $14,373.00 | 100.0% | |
| 17 | Connecting to Exist. Force Main | 1 | | $2,045.00 | $2,045.00 | 1.00 | $ 2,045.00 | | $ - | $2,045.00 | | $2,045.00 | 100.0% | |
| 18 | Testing | 1 | LS | $1,605.00 | $1,605.00 | 1.00 | $ 1,605.00 | | $ - | $1,605.00 | | $1,605.00 | 100.0% | |
| | Miscellaneous | | | | | | | | | | | | | |
| 19 | Mobilization/Demobilization | 1 | LS | $11,370.00 | $11,370.00 | 1.00 | $ 11,370.00 | | $ - | $11,370.00 | | $11,370.00 | 100.0% | |
| 20 | Construction Stakeout | 1 | LS | $3,890.00 | $3,890.00 | 1.00 | $ 3,890.00 | | $ - | $3,890.00 | | $3,890.00 | 100.0% | |
| 21 | NPDES Permitting | 1 | LS | $900.00 | $900.00 | 1.00 | $ 900.00 | | $ - | $900.00 | | $900.00 | 100.0% | |
| 22 | Maintenance of Traffic | 1 | LS | $2,700.00 | $2,700.00 | 1.00 | $ 2,700.00 | | $ - | $2,700.00 | | $2,700.00 | 100.0% | |
| 23 | Certified As-Builts | 1 | LS | $2,340.00 | $2,340.00 | 1.00 | $ 2,340.00 | | $ - | $2,340.00 | | $2,340.00 | 100.0% | |
| 26 | Performance/Payment Bond | 1 | LS | $1,730.00 | $1,730.00 | 1.00 | $ 1,730.00 | | $ - | $1,730.00 | | $1,730.00 | 100.0% | |
| 27 | Contingency | 1 | LS | $32,900.00 | $32,900.00 | | $ - | | $ - | | | | | $32,900.00 |
| | CAA No. 1 | 1 | LS | $7,100.00 | $7,100.00 | 1.00 | $ 7,100.00 | | $ - | $7,100.00 | | $7,100.00 | 100.0% | |
| | **Totals** | | | | **$208,235.00** | | **$175,335.00** | | | **$175,335.00** | | **$175,335.00** | 84.2% | **$32,900.00** |

**REVIEWED**
**By L Mauldin at 3:19 pm, Jun 04, 2021**



REV 10/13

Attachment: InvAir Pay Request 2 Retainage (12987 : Inverness Airport Water and Force Main Extension)

Good morning Leonard!

I have reviewed PO 82597 for Art Walker Construction and found that there has been one invoice to date and it is set to be paid on June 17, 2021. Upon payment of this invoice, $175,335.00 will have been expensed from the PO, $157,801.50 paid to the vendor, $17,533.50 held in retainage, and $32,900.00 will be the remaining encumbrance.

Please let me know if you have any questions or need anything further regarding this.

Thank You.

*Cherice Parrish*

**Cherice Parrish**
***Professional II Accounting Deputy Clerk***
**Citrus County Clerk of the Circuit Court and Comptroller**
(W) (352) 341-6479
110 N Apopka Avenue
Inverness, Florida 34450
Visit us at **www.citrusclerk.org**

Attachment: InvAir Confirmation of Figures (12987 : Inverness Airport Water and Force Main Extension)

# CONSENT OF SURETY COMPANY TO FINAL PAYMENT

| | |
|---|---|
| OWNER | ☐ |
| ARCHITECT | ☐ |
| CONTRACTOR | ☐ |
| SURETY | x |

**BOND # 9302998**

**PROJECT:** (name, address) **ITB 21-049 Inverness Airport Business Park Water and Wasterwater Force Main Extension Project, Citrus County, Florida**

**TO:** (Owner) **Citrus County, Florida**
**3600 W. Sovereign Path**
**Lecanto, FL 34461**

**CONTRACTOR:** **Art Walker Construction, Inc.**
**P.O. Box 267**
**Lowell, FL 32663**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert the name and address of Surety)

**Fidelity and Deposit Company of Maryland**
**1299 Zurich Way, 5th Floor**
**Schaumburg, IL 60196**

on bond of (insert name and address of Contractor)

**Art Walker Construction, Inc.**
**P.O. Box 267**
**Lowell, FL 32663**

hereby approves of the final payment to the Contractor, and the surety agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of Owner)

**Citrus County, Florida**
**3600 W. Sovereign Path**
**Lecanto, FL 34461**

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company hereunto set its hand this **28th** day of **May**, **2021.**

**Fidelity and Deposit Company of Maryland**
*(Surety Company)*

WITNESS

BY: Francis T. O'Reardon
**Francis T. O'Reardon, ATTORNEY-IN-FACT**
**FLORIDA LICENSED RESIDENT AGENT**

Attachment: InvAir Final Consent of Surety (12987 : Inverness Airport Water and Force Main Extension)

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Francis T. O'REARDON, Joseph D. JOHNSON, III, Joseph D. JOHNSON, JR. and Brett A. RAGLAND, all of Orlando, Florida,** EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6th day of April, A.D. 2020.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 6th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **RobertD. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Attachment: InvAir Final Consent of Surety (12987 : Inverness Airport Water and Force Main Extension)

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28TH day of MAY, 2021.

By: Brian M. Hodges
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Attachment: InvAir Final Consent of Surety (12987 : Inverness Airport Water and Force Main Extension)

**Board of County Commissioners**
**DEPARTMENT OF WATER RESOURCES**
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

## MEMORANDUM

**To:** Julie Pitts, Financial Services Accounting Clerk
Nicole Heatley, Financial Services Accounting Clerk

**Through:** Christina Malmberg, PE. Water Resources Planning & Engineering Division Director
Lisa Mauldin, Fiscal Specialist III, Water Resources Department Lisa Mauldin Digitally signed by Lisa Mauldin Date: 2021.06.04 15:21:26 -04'00'
Sharon Watkins, Grant Administrator II Sharon Watkins Digitally signed by Sharon Watkins Date: 2021.06.08 15:50:15 -04'00'

**From:** Leonard Brown, Water Resources Project Manager

**Date:** June 4, 2021 Leonard Brown Digitally signed by Leonard Brown Date: 2021.06.04 13:37:14 -04'00'

**Re:** **Request for Release of Retainage to Art Walker Construction, Inc.**

---

The Department of Water Resources, Utilities Planning and Engineering Division is requesting the release of retainage funds to Art Walker Construction, Inc. in the amount of $17,533.50, (Seventeen Thousand Five hundred Thirty Three dollars and Fifty cents). On March 23, 2021 BOCC approved an agreement between Citrus County and Art Walker Construction, Inc. for the construction of approximately 1,622 linear feet (LF) of 4-inch Force Main, 1,604 LF of 8-inch Water Main along with services, fire hydrants, valves and Right of Way (ROW) restoration along S. Airport Rd. to E. Watson St. in Inverness, Florida.

The project ITB 21-049 / CIP Project A2015-03 has been satisfactorily completed and has been accepted by Citrus County Utilities Division. Substantial completion was achieved on May 31, 2021.

Thank you in advance for your Consideration of this request.

---

Leonard Brown, Water Resources Planning & Engineering Project Manager

Attachment: InvAir Release of Retainage Memo LB TM LM SW (12987 : Inverness Airport Water and Force Main Extension)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Mariselle Rodriguez, Community Services Director |
| **SUBJECT:** | EHEAEP CARES Contract 2020-2021 Amendment #2 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County Support Services is currently in EHEAEP CARES 2020-2021 contract. The Emergency Home Energy Assistance for the Elderly (EHEAEP) Program provides funds to cover emergency heating or cooling costs for clients over 60 years of age. Clients are eligible to receive crisis assistance with their energy bill.

Amendment #2 increases the approved application rate from $41 to $100.

Community Services has assisted 73 clients to date with the EHEAEP CARES Act funds in the amount of $20,266.38

Grant funding will remain unchanged at $23,483.10.

This program runs from June 1, 2020 through September 30, 2021.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

No cash match required

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to sign all appropriate signature pages of the contract amendment. No cash match required.

ECA-20-CitCSS.A2

**MID-FLORIDA AREA AGENCY ON AGING, INC., dba ELDER OPTIONS**
**AMENDMENT**

**EMERGENCY HOME ENERGY ASSISTANCE FOR THE ELDERLY PROGRAM (EHEAEP)**
**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT**

This **AMENDMENT** entered into by the **Mid-Florida Area Agency on Aging, Inc. dba Elder Options** (Agency), and **Citrus County, Florida**, (Contractor), amends contract **ECA-20-CitCSS**.

The purpose of this amendment is to replace Attachment IX, Budget Summary.

**NOW THEREFORE,** in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment IX, Budget Summary is hereby replaced and attached hereto.

All provisions in the agreement and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the agreement.

This amendment and all of its attachments are hereby made a part of this contract.

**IN WITNESS THEREOF**, the parties hereto have caused this amendment to be executed by their officials as duly authorized, and agree to abide by the terms, conditions and provisions of the contract as amended. This amendment shall be effective on the last date that the amendment has been signed by both parties.

| **Citrus County, Florida** | **Mid-Florida Area Agency on Aging, Inc. dba Elder Options** |
|---|---|
| SIGNED BY: _____ | SIGNED BY: _____ |
| NAME: Scott Carnahan | NAME: Kristen Griffis |
| TITLE: Chairman | TITLE: Chief Executive Officer |
| DATE: _____ | DATE: _____ |

FEDERAL ID NUMBER: 59-6000548

Attachment: ECA-20-CitCSS.A2 (12928 : EHEAEP CARES Contract 2020-2021 Amendment #2)

# ATTACHMENT IX

BUDGET SUMMARY

Emergency Home Energy Assistance for the Elderly Program (EHEAP)

Coronavirus Aid, Relief, and Economic Security (CARES) Act

Citrus County Support Services

| | Rate | Method of Payments | Budget |
|---|---|---|---|
| EHEAP Crisis Benefits | $3,500.00 | Cost Reimbursement | $23,483.10 |
| Approved EHEAP Applications | $100.00 | Fixed Rate | $0.00 |
| | | Total Contract Amount | $23,483.10 |

Attachment: ECA-20-CitCSS.A2 (12928 : EHEAEP CARES Contract 2020-2021 Amendment #2)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ken Cheek, Director, Water Resources Department |
| **SUBJECT:** | LPS0027 Citrus County Amendment 1 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County, Florida entered into an agreement LPS0027 with the Florida Department of Environmental Protection (FDEP) effective December 9, 2019, for the project known as Harbor Lights Plant Interconnection. This amendment is for a time extension only and has no budgetary impacts to the agreement. The Agreement will be extended to September 30, 2022.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Approve and Authorize the BOCC Chairman to execute the amendment to agreement LPS0027 between Citrus County, Florida and FDEP.

**AMENDMENT NO. 1**
**TO AGREEMENT NO. LPS0027**
**BETWEEN**
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**AND**
**CITRUS COUNTY**

This Amendment to Agreement No. LPS0027 (Agreement), is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Citrus County, Florida (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Harbor Lights Plant Interconnection, effective December 9, 2019; and,

WHEREAS, an extension of the Agreement is needed because of delays in engineering and surveying of this project; and,

WHEREAS, certain provisions of the Agreement need revision.

NOW THEREFORE, the parties agree as follows:

1. The Agreement is effective until September 30, 2022. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 6. of the Agreement is deleted and replaced as follows:

The Grant Managers for this Agreement are identified below:

| **Department's Grant Manager** | **Grantee's Grant Manager** |
|---|---|
| Name: Anna Johnson | Name: Leonard Brown |
| Address: 3900 Commonwealth Blvd<br>Tallahassee, FL 32399 | Address: 3600 W. Sovereign Path Suite 291<br>Lecanto, FL 34461 |
| Phone: (850) 245-2993 | Phone: (352) 527-5402 |
| Email: Anna.M.Johnson@FloridaDEP.gov | Email: Leonard.Brown@citrusbocc.com |

3. **Attachment 3**, **Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-1**, **Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-1**, **Revised Grant Work Plan**.

4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: LPS0027 Citrus County Amendment 1[1388] (12934 : LPS0027 Citrus County Amendment 1)

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITRUS COUNTY

By: _____
Chairman

Scott Carnahan
Print Name of Authorized Person

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Trina Vielhauer, Director
Print Name and Title of Authorized Person

Date: _____

_____
Anna Johnson, DEP Grant Manager

_____
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

| Specify Type Attachment | Letter/ Number | Description (include number of pages) |
|---|---|---|
| | 3-1 | Revised Grant Work Plan (3 Pages) |



Attachment: LPS0027 Citrus County Amendment 1[1388] (12934 : LPS0027 Citrus County Amendment 1)

**ATTACHMENT 3-1**
**REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Harbor Lights Plant Interconnection

**PROJECT LOCATION:** The Project will be located in Citrus County, Florida, Lat/Long (28.8589, -82.2908). See Figure 1 for a location map.

**PROJECT BACKGROUND:** This project is the continuation of Citrus County's (Grantee) effort to provide wastewater service to existing residential and commercial developments within the Basin Management Action Plan (BMAP) for Citrus County (Figure 2). This project will improve water quality by acquiring and demolishing existing private wastewater package plants and replacing them with lift stations to connect to the Grantee's central wastewater collection system. The primary purpose of the project is to enhance reliability, redundancy, treatment efficiency, and water conservation.

**PROJECT DESCRIPTION:** The Grantee will abandon an existing, underperforming 10,000 gallon per day privately owned wastewater treatment facility (Harbor Lights Mobile Home Resort Wastewater Treatment Facility, FLA011898) and re-direct its wastewater to Citrus County's Point O Woods Reclaimed Water Facility. The planned improvements include upgrading an existing wastewater lift station at Harbor Lights and constructing approximately 3,800 ft of new 4 and 6-inch diameter wastewater force mains from that lift station to an existing 8-inch force main connected to the existing county wastewater collection system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $60,000 from Citrus County. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

**TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Connection to Central Sewer**

**Deliverables:** The Grantee will connect approximately 45 single family residences to a central sanitary sewer system for wastewater treatment by Citrus County's Point O Woods Reclaimed Water Facility.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 2: Construction**

**Deliverables:** The Grantee will construct the wastewater improvements in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Attachment: LPS0027 Citrus County Amendment 1[1388] (12934 : LPS0027 Citrus County Amendment 1)

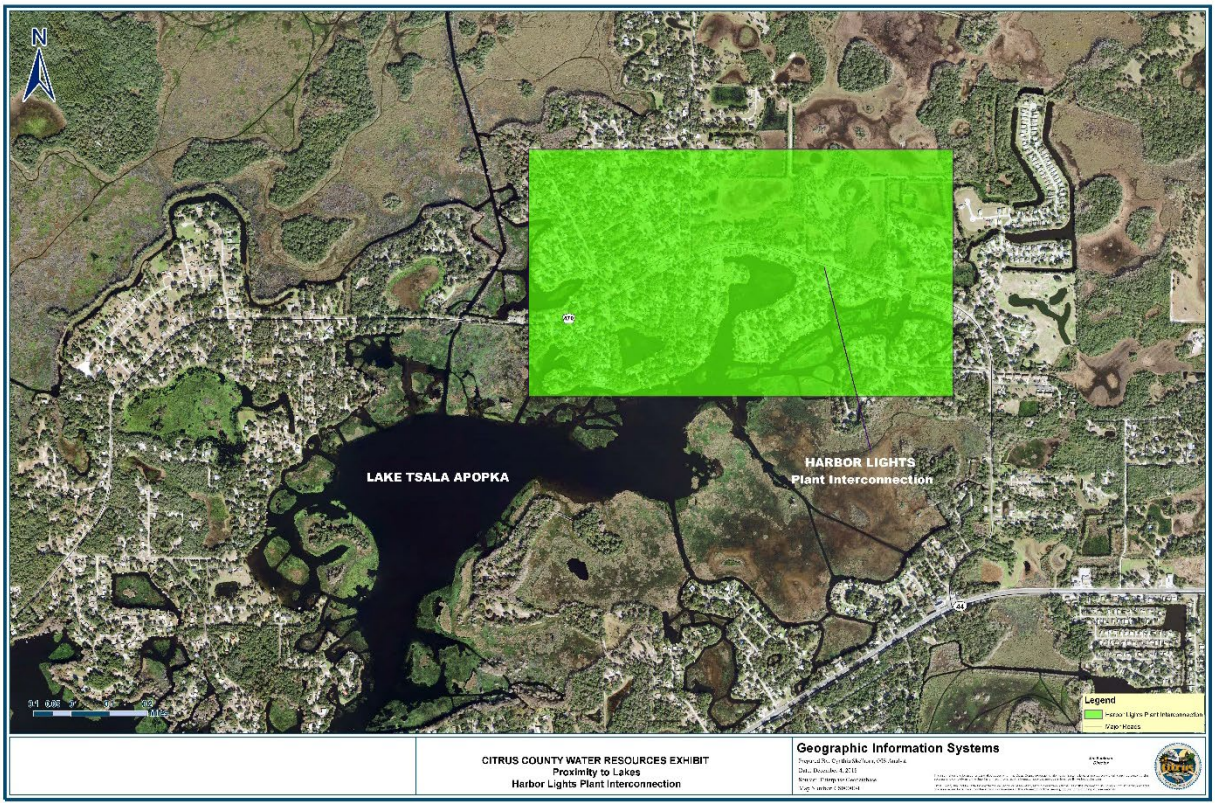
**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

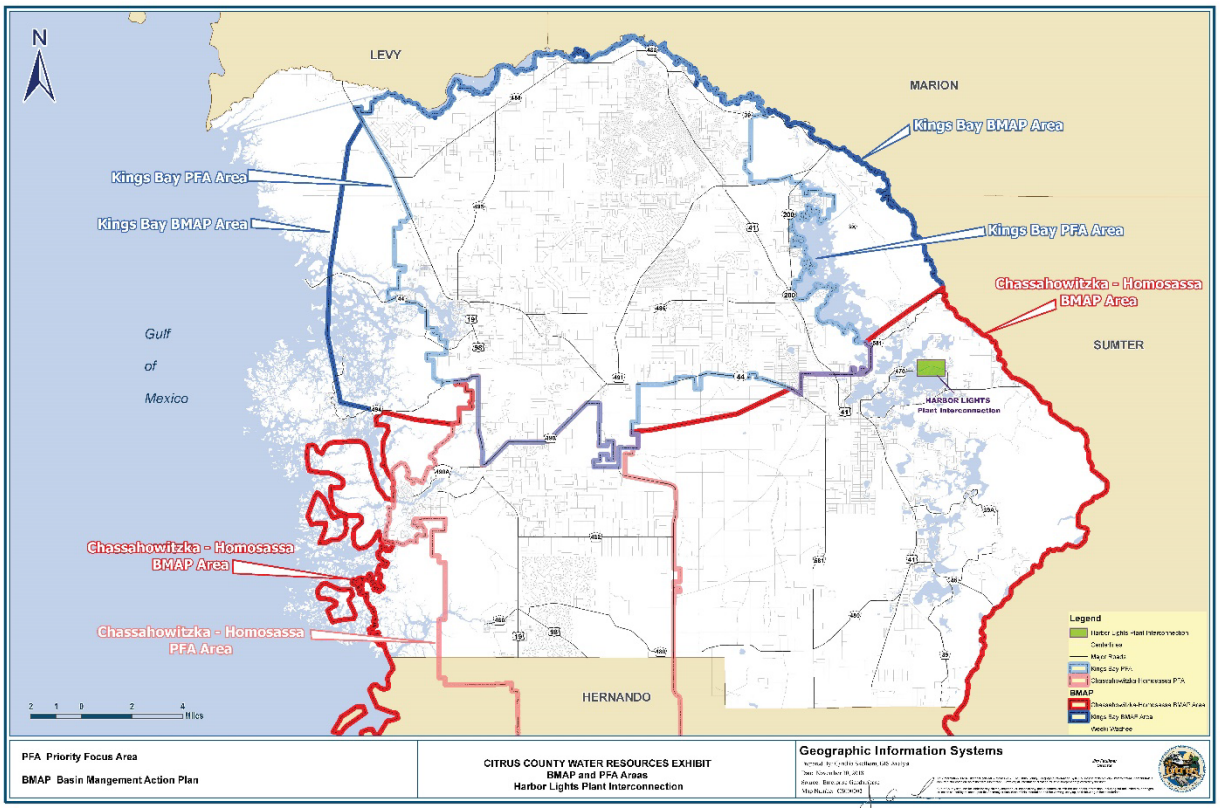
| Task No. | Task Title | Budget Category | Budget Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Connection to Central Sewer | Contractual Services | $24,905 | 07/01/2019 | 03/31/2022 |
| 2 | Construction | Contractual Services | $487,595 | 07/01/2019 | 03/31/2022 |
| | | Total: | $512,500 | | |

Figure 1 Location Map




Attachment: LPS0027 Citrus County Amendment 1[1388] (12934 : LPS0027 Citrus County Amendment 1)

Figure 2. Citrus County BMAP map




Attachment: LPS0027 Citrus County Amendment 1[13388] (12934 : LPS0027 Citrus County Amendment 1)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, Public Works Director |
| **SUBJECT:** | 2021 Residential Resurfacing |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The Board approved ITB 21-002; Residential Resurfacing Project FY 2021 on February 9, 2021 and awarded the contract to D.A.B. Constructors, Inc. (DAB) at the bid price of $3,418,888.88 with a total contract amount of $4,800,000.00. $800,000 are MSBU funds and are to be used within Citrus Springs.

The Notice to Proceed was issued to DAB on March 9, 2021 with a Completion date of July 7, 2021. As of June 3rd, the Contractor is less than a fourth complete with the contracted work. Staff has concerns the contractor may not complete the contracted work within the allotted time. As such staff is requesting direction as how best to proceed.

We recommend that the County extend the contract substantial completion date for 30 days from July 7, 2021 and final completion date for sixty (60) days from July 7, 2021 with the condition the contractor agrees to fix the maximum allowed Asphalt Price Index (API) to the price stated at the end of May's FDOT reporting. Should the Contractor not agree with the conditions (extended date & API), the County will proceed with canceling the contract and assessing liquidated damages and declaring the contractor in default.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Discuss options and provide direction to staff.

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Charles R. Oliver, County Administrator |
| **SUBJECT:** | Acknowledgement of Lease Cancellation |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On September 11, 2018 the Board approved the Memory Enhancement Center of America Corporation Resolution and Lease Agreement for the Fort Island Trail Fire Station. This was for the purpose of providing housing for Florida State University Medical Students for a period of three (3) calendar years, renewable by mutual consent for two additional 3-year terms, beginning September 11, 2018 through September 10, 2021, at a rate of $1.00 per year.

On May 24, 2021, we received the attached cancellation of the lease of the Fire Station on Fort Island Trail by Michael D. Bays. This was the space, for the benefit of the new Commissioners, that was turned into medical student housing facility for FSU students and for interns working with doctors in the community.

The Fort Island Trail Fire Station located at 10030 W. Fort Island Trail, Crystal River, FL 34429 and the effective cancellation date is on May 31, 2021.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | N/A |

**RECOMMENDED ACTION:**

The Board will need to decide on the best utilization of this property. Acknowledge cancellation of lease for Fort Island Fire Station located at 10030 W. Fort Island Trail and provide direction as appropriate.

May 20, 2021

Attention: Randy Oliver

Re: Memory Center Lease

Dear Mr. Oliver,

As President of the Memory Center that currently has the lease at the Fort Island Trail Fire Department, I am requesting the cancellation of the lease effective May 31, 2021.

FSU and the Wellcare Alliance have discontinued the alliance of housing individual students at this time.

On behalf of all participants, I wanted to thank the BOCC and staff for all their efforts in this endeavor.

Sincerely,

Michael D. Bays

MDB:klp

Attachment: Lease Cancellation Letter (12930 : Acknowledgement of Lease Cancellation)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Randall Olney, P.E., Public Works Director |
| **SUBJECT:** | Memory Enhancement Center of America Corporation Resolution and Lease Agreement – Fort Island Trail Fire Station |
| **AGENDA DATE:** | **September 11, 2018** |

## BRIEF OVERVIEW:

Attached to the subject agenda item is a Resolution and Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and Memory Enhancement Center of America Corporation, a Florida Not For Profit Corporation, to lease the county-owned, Fort Island Trail Fire Station located at 10030 W. Fort Island Trail, Crystal River, FL 34429 for the purpose of providing housing for Florida State University Medical Students for a period of three (3) calendar years, renewable by mutual consent for two additional 3-year terms, beginning September 11, 2018 through September 10, 2021, at a rate of $1.00 per year.

## BUDGET IMPACT/FUNDING SOURCE:

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 001-362500 | Rents Non Profit | N/A | N/A | N/A | N/A |

Annual Revenue $1.00

## RECOMMENDED ACTION:

A. Discussion and consideration of a request from Memory Enhancement Center of America Corporation, a Florida Not for Profit Corporation, to lease the county-owned, Fort Island Trail Fire Station, Crystal River, for the purpose of providing housing for Florida State University Medical Students.

B. Adopt and authorize the Chairman to execute a Resolution of the Board acknowledging the request from Memory Enhancement Center of America Corporation, to lease property owned by the County.

C. Approve and authorize the Chairman to execute the Lease Agreement for a period of three (3) calendar years renewable by mutual consent for two additional 3-year terms, beginning September 11, 2018, through September 10, 2021, at a rate of $1.00 per year.

Attachment: 1a Memory Enchamcement Center of America Corproation Agenda Memo (12930 : Acknowledgement of Lease Cancellation)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Charles R. Oliver, County Administrator |
| **SUBJECT:** | Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000. |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On January 5, 2021, the BOCC awarded United Way of Citrus County a total of $450,000 to provide, rent, mortgage, food, and utility assistance. An initial allocation was provided to United Way in the amount of $150,000, and on April 27, 2021, United Way partnered with the Education Foundation to help meet the needs of the community by providing the Foundation with $50,000 of their obligated funds. United Way currently has a remaining balance of $250,000.

United Way has expended approximately $145,000 of their first disbursement of $150,000 and is requesting a second disbursement of $150,000 from the County. Upon BOCC approval of this disbursement, they will have a remaining balance of $100,000 to draw upon.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 3110-58200 | Redistrib. Of Govt. Funds | $450,000 | $200,000 | 0 | $250,000. |

**RECOMMENDED ACTION:**

Approve second disbursement of funds to United Way of Citrus County in the amount of $150,000.

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Colleen Scott, Management & Budget Director |
| **SUBJECT:** | Dept of Justice Body Worn Camera Policy and Implementation Grant |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

On May 20, 2021 the County identified a grant opportunity with the Department of Justice for Body Worn Cameras and Implementation. The Sheriff's Office was notified and staff drafted an application to apply with the Bureau of Justice. The closing date for applying is July 12, 2021. This funding will be used to assist in purchasing and training for Body Worn Cameras (BWC) by the Citrus County Sheriff's Office. The grant would provide 145 BWC/Dash-Cam integrated systems and 76 BWC only.

We have asked the Sheriff's Office for a Total Budget for Body cameras, however, have not receive a response yet. Hopefully, we will receive a response prior to the Board meeting this item will be considered.

The Sheriff's Office would be responsible and administration of the grant. We recommend that the County enter into a Memorandum of Understanding with the Sheriff's Office to ensure that the funds are properly administered.

The maximum grant request is $221,000. The required Sheriff's match would be $221,000 of eligible costs. We have requested the source of the match from the Sheriff's Office, however, have not received a response yet.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget* | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | |

Request direction from the Sheriff's Office on source of match, however, no response has been received to date.

**RECOMMENDED ACTION:**

Approve and authorize designation of signature authority to the Citrus County Sheriff's Office to electronically submit the application.

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# WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

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## OPPORTUNITY & PACKAGE DETAILS:

| | |
|---|---|
| Opportunity Number: | O-BJA-2021-31001 |
| Opportunity Title: | BJA FY 21 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies |
| Opportunity Package ID: | PKG00267379 |
| CFDA Number: | 16.835 |
| CFDA Description: | Body Worn Camera Policy and Implementation |
| Competition ID: | |
| Competition Title: | |
| Opening Date: | 05/26/2021 |
| Closing Date: | 07/12/2021 |
| Agency: | Bureau of Justice Assistance |
| Contact Information: | National Criminal Justice Reference Service Response Center |

## APPLICANT & WORKSPACE DETAILS:

| | |
|---|---|
| Workspace ID: | WS00710661 |
| Application Filing Name: | Grant Application BWC |
| UEI: | H2TGV5FM16F8 |
| Organization: | CITRUS COUNTY FLORIDA |
| Form Name: | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version: | 2.0 |
| Requirement: | Mandatory |
| Download Date/Time: | Jun 07, 2021 03:43:29 PM EDT |
| Form State: | No Errors |

## FORM ACTIONS:

Attachment: SKM_C75921061516570 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

# DISCLOSURE OF LOBBYING ACTIVITIES

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352**

OMB Number: 4040-0013
Expiration Date: 02/28/2022

**1. * Type of Federal Action:**
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

**2. * Status of Federal Action:**
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

**3. * Report Type:**
- [x] a. initial filing
- [ ] b. material change

**4. Name and Address of Reporting Entity:**

[x] Prime [ ] SubAwardee

* Name: Citrus County Sheriff's Office
* Street 1: 1 Dr MLK Jr Ave
Street 2:
* City: Inverness
State: FL: Florida
Zip: 34450
Congressional District, if known:

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

**6. * Federal Department/Agency:**
DOJ-OJP-BJA

**7. * Federal Program Name/Description:**
Body Worn Camera Policy and Implementation
CFDA Number, *if applicable:* 16.835

**8. Federal Action Number,** *if known:*

**9. Award Amount,** *if known:*
$

**10. a. Name and Address of Lobbying Registrant:**

Prefix: * First Name: NA Middle Name:
* Last Name: NA Suffix:
* Street 1: Street 2:
* City: State: Zip:

**b. Individual Performing Services** (including address if different from No. 10a)

Prefix: * First Name: NA Middle Name:
* Last Name: NA Suffix:
* Street 1: Street 2:
* City: State: Zip:

**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 the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and 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:** Completed on submission to Grants.gov

***Name:** Prefix: * First Name: Mike Middle Name:
* Last Name: Prendergast Suffix:

**Title:** Sheriff, Citrus County **Telephone No.:** 3523417405 **Date:** Completed on submission to Grants.gov

**Federal Use Only:**

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Attachment: SKM_C75921061516570 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

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# WORKSPACE FORM

1-800-518-4726
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|---|---|
| Opportunity Number: | O-BJA-2021-31001 |
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| Opportunity Package ID: | PKG00267379 |
| CFDA Number: | 16.835 |
| CFDA Description: | Body Worn Camera Policy and Implementation |
| Competition ID: | |
| Competition Title: | |
| Opening Date: | 05/26/2021 |
| Closing Date: | 07/12/2021 |
| Agency: | Bureau of Justice Assistance |
| Contact Information: | National Criminal Justice Reference Service Response Center |

## APPLICANT & WORKSPACE DETAILS:

| | |
|---|---|
| Workspace ID: | WS00710661 |
| Application Filing Name: | Grant Application BWC |
| UEI: | H2TGV5FM16F8 |
| Organization: | CITRUS COUNTY FLORIDA |
| Form Name: | Application for Federal Assistance (SF-424) |
| Form Version: | 4.0 |
| Requirement: | Mandatory |
| Download Date/Time: | Jun 07, 2021 02:53:12 PM EDT |
| Form State: | No Errors |

## FORM ACTIONS:

Attachment: SKM_C75921061516580 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

OMB Number: 4040-0004
Expiration Date: 12/31/2022

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: Citrus County Sheriff's Office

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000550

* c. UEI: H2TGV5FM16F8

**d. Address:**

* Street1: 1 Dr MLK Jr. Ave
Street2:
* City: Inverness
County/Parish: Citrus
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34450-4968

**e. Organizational Unit:**

Department Name: Citrus County Sheriff's Office

Division Name: Information Technology

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:
* First Name: Jeff
Middle Name:
* Last Name: Kopp
Suffix:

Title: Grants Assistant

Organizational Affiliation:

* Telephone Number: 3523417404
Fax Number: 3527265614

* Email: jkopp@sheriffcitrus.org

Attachment: SKM_C75921061516580 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.835

CFDA Title:

Body Worn Camera Policy and Implementation

*** 12. Funding Opportunity Number:**

O-BJA-2021-31001

* Title:

BJA FY 21 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Affected Areas 060721.pdf | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Citrus County Sheriff's Office Body Worn Camera Project

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Attachment: SKM_C75921061516580 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: FL-11 * b. Program/Project: FL-111

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2021 * b. End Date: 09/30/2024

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 442,000.00 |
| * b. Applicant | 450,000.00 |
| * c. State | 0.00 |
| * d. Local | 0.00 |
| * e. Other | 0.00 |
| * f. Program Income | 0.00 |
| * g. TOTAL | 892,000.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 06/07/2021.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: * First Name: Jeff

Middle Name:

* Last Name: Kopp

Suffix:

* Title: Grants Assistant

* Telephone Number: 352-341-7404 Fax Number: 352-726-5614

* Email: jkopp@sheriffcitrus.org

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Attachment: SKM_C75921061516580 (12972 : Dept of Justice Body Worn Camera Policy and Implementation Grant)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Holly L. Davis, Commissioner |
| **SUBJECT:** | Commissioners Travel & Reimbursement |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Existing Board Policy does not include a detailed description of allowable County Commissioner travel and event attendance reimbursement. The County also does not currently set an annual budget amount for individual Commissioner reimbursements. I believe it important to set an amount for annual reimbursements and to describe allowable travel and attendance in a Board Policy.

The current 2020-2021 budget included a total of $16,000 for Commissioner travel with $6,774 remaining available for allocation for the current budget year.

We have prepared a DRAFT policy for your consideration.

**BUDGET IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

A. Motion and Vote to Adopt Administrative Regulation 7.16.

B. Set Individual Budget amount for the remainder of 2020-2021 Budget year and set Individual Budget amount for 2021-2022 Budget year.

| ADMINISTRATIVE REGULATION | AR: 7.16 | DATE APPROVED |
|---|---|---|
| | | June 22, 2021 |
| SUBJECT: | | ORIGINATING DEPARTMENT: |
| COMMISSIONER TRAVEL AND REIMBURSEMENT | | Administration |

## PURPOSE:

The County recognizes that Commissioners participate in travel, education, event, conference, and personal attendance opportunities that benefit the County and its residents. This policy establishes the County's expense and reimbursement policy for County Commissioner's activities.

## POLICY:

Commissioners are authorized reimbursement for travel expenses for official County Commission business and are subject to the same travel policies and procedures that are utilized by County employees pursuant to Administration Regulations 7.15-2 and 3.07 and this Administrative Regulation.

## GENERAL PROCEDURE:

A. Individual Budget:
Each year the County's annual budget will include an amount for each individual Commissioner's total annual budget for travel and reimbursement.

B. Commissioner's reimbursements may be made from the Commissioner's annual individual budget for the following:

a. Business Travel – Travel that is necessary to complete an assigned task or to carry out a Commissioner's assigned responsibilities. Examples include serving on a professional or technical board, serving on a Board or other agency or position as appointed by the Board, a speaking engagement, involvement with regulatory agencies, bond closings, and all other business travel with an identified public purpose.

b. Training Travel – A seminar, workshop, or session conducted inside or outside Citrus County that is dedicated to providing desirable or essential knowledge to be utilized within the position related to Economic Development, Tourism, constituent outreach, the study, discussion or work on governmental issues, or other travel as specifically approved by the Board in advance.

c. Conference/Convention Travel – A session dedicated to specialized topics or areas of common professional or technical interest for the purpose of exchanging views regarding common issues or areas of interest, or the discussion of related problems and solutions. A conference/convention

DRAFT

Attachment: AR 7.16, Commissioner Travel & Reimbursement (13000 : Commissioners Travel & Reimbursement)

typically includes the following:

i. Concurrent sessions, mobile workshops, educational tours, plant visits.

ii. Exhibits by vendors regarding goods and services related to the professional or technical interests.

iii. Breakfast/luncheon/dinner functions, which are scheduled to disseminate relevant information.

iv. Networking to foster connections and opportunities for the County.

v. Registration fees required for participation.

C. Pursuant to Administrative Regulation 3.07, out of state Commissioner travel must be approved by the Board of County Commissioners in advance.

D. For reimbursable expenditures, the Commissioners shall follow the policies and procedures for reimbursement found in Administrative Regulations 7.15-2 and 3.07.

DRAFT

Attachment: AR 7.16, Commissioner Travel & Reimbursement (13000 : Commissioners Travel & Reimbursement)

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Jeff Kinnard D.C., Commissioner |
| **SUBJECT:** | Manatee Zone, Homosassa River |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

Citrus County has several manatee protection zones located throughout our County that were established many years ago in 68C-22.011 F.A.C. Within the Homosassa River (from Monkey Island to Marker 7 to the East) there is a seasonal manatee zone (68C-22.011(1)(g)1.b.) that goes from “Slow Speed, October 1 - April 30” to “25 MPH, May 1 - September 30”.

I believe with the increase in manatee presence shown over the years, coupled with the increase in boaters utilizing this area, that this seasonal zone should be re-evaluated for the protection of manatees and changed to a year-round slow speed manatee zone. Additionally, on either side of this zone, there is already a year-round established zone (Idle Speed to the West and Slow Speed to the East).

The Citrus County Board of County Commissioners support a year-round manatee slow speed zone and would request this are be incorporated into 68C-22.011(1)(b)2.b.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Approve and authorize the Chairman to sign the attached letter to the Florida Fish & Wildlife Conservation Commission requesting they change a seasonal manatee zone to a year-round slow speed manatee zone in the Homosassa River.

# Board of County Commissioners
## Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.citrusbocc.com


*Our Vision*
*"We are a user-friendly and common sense organization dedicated to responsive citizen services."*

June 22, 2021

Kate Gorman
Planner II, Permit Coordinator
FWC Boating and Waterways Section
620 South Meridian Street, Room 235
Tallahassee, FL 32399-1600

RE: Homosassa River, Citrus County, Florida

Dear Kate,

As you are aware, Citrus County has several manatee protection zones located throughout our County that were established decades ago in 68C-22.011 F.A.C. Within the Homosassa River (from Monkey Island to Marker 7 to the East) there is a seasonal manatee zone (68C-22.011(1)(g)1.b.) that goes from "Slow Speed, October 1 - April 30" to "25 MPH, May 1 - September 30".

We believe with the increase in manatee presence shown over the years, coupled with the vast increase in boaters utilizing this area, that this seasonal zone should be re-evaluated for the protection of manatees and changed to a year-round slow speed manatee zone. Additionally, on either side of this zone, there is already a year-round established zone (Idle Speed to the West and Slow Speed to the East).

The Citrus County Board of County Commissioners support a year-round manatee slow speed zone and would request this area be incorporated into 68C-22.011(1)(b)2.b.

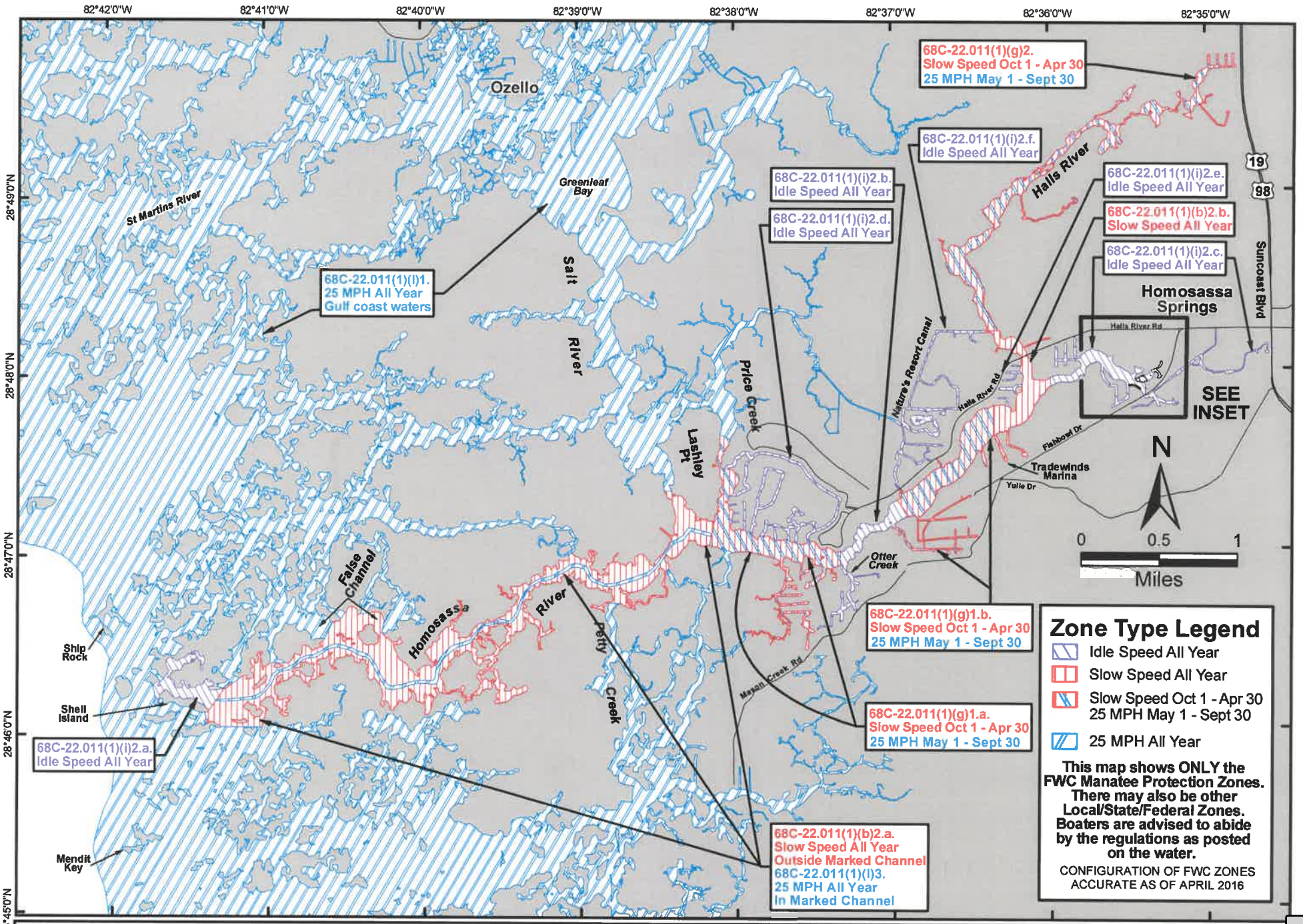
We look forward to your response and consideration on this issue.

Sincerely,

Scott Carnahan
Chairman, Citrus County Board of County Commissioners

Attachment: Manatee Back up Letter (12993 : Manatee Zone, Homosassa River)

*Scott E. Carnahan, Chairman, District 4; Ronald Kitchen Jr., 1st Vice Chairman, District 2; Ruthie Davis Schlabach, 2nd Vice Chair, District 3; Commissioner Jeff Kinnard, District 1; Commissioner Holly Davis, District 5.*




# CITRUS AND ASSOCIATED COUNTY FWC MANATEE PROTECTION AREAS

For description of zone boundaries:
See 68C-22.011 F.A.C for State Manatee Protection Zones

**68C-22.011 Citrus and Associated County (Parts of Levy and Hernando) Zones.**

(1) For the purpose of protecting manatees and manatee habitat in Citrus County and within closely associated portions of Levy and Hernando counties, the following year-round and seasonal zones are established, which shall include all associated and navigable tributaries, lakes, creeks, coves, bends, backwaters, canals, channels, and boat basins, unless otherwise designated or excluded: (Seasonal limits, if they apply, are specified within each zone classification.)

(a) Caution Zone (Year-round)/25 MPH Maximum Speed – Withlacoochee River: That part of the Withlacoochee River easterly of a line which bears South 00° 00' 00" West (True) running through Green Channel Marker "37" (latitude 29° 00' 04" North, longitude 82° 46' 11" West) and westerly of a line which bears approximately South 00° 00' 00" East (True) from a point on the northerly shoreline of the Withlacoochee River (approximate latitude 29° 00' 05" North, approximate longitude 82° 45' 22" West).

(b) Slow Speed Zone (Year-round) –

1. Withlacoochee River: That part of the Withlacoochee River northeasterly of a line which bears South 38° 00' 00" East (True) from the intersection of the northwesterly shoreline of the Withlacoochee River with the westerly shoreline of the Cormorant/Egret Canal (approximate latitude 29° 01' 05" North, approximate longitude 82° 43' 37" West) and northwesterly of the general contour of the southerly shoreline of the Bypass Channel on the northerly side of the Cross Florida Barge Canal in the Northeast Quarter of Section 12, Township 17 South, Range 16 East, including that portion of the Bypass Channel westerly of the spillway.

2. Homosassa River Area:

a. All waters outside the main marked channel of the Homosassa River northerly of a line which bears North 90° 00' 00" East (True) from the easternmost tip of an unnamed island southerly of Shell Island (approximate latitude 28° 46' 02" North, approximate longitude 82° 41' 18" West) passing through the southernmost shoreline of a small unnamed island to the westerly shoreline of a large unnamed island (approximate latitude 28° 46' 02" North, approximate longitude 82° 41' 03" West), northeasterly of a line which bears South 10° 00' 00" East (True) from a point on the southern shoreline of Shell Island (approximate latitude 28° 46' 07" North, approximate longitude 82° 41' 24" West) passing through the easternmost shoreline of a small unnamed mangrove island to the unnamed island south of Shell Island (approximate latitude 28° 46' 03" North, approximate longitude 82° 41' 23" West), southeasterly of a line which bears North 35° 00' 00" East (True) from the easternmost point of Shell Island (approximate latitude 28° 46' 07" North, approximate longitude 82° 41' 22" West) to a point on the southeasterly shoreline of a peninsula of the unnamed island north of Shell Island (approximate latitude 28° 46' 03" North, approximate longitude 82° 41' 17" West), southerly of a line which bears South 90° 00' 00" West (True) from a point on the southwesterly shoreline of an unnamed island southerly of False Channel (approximate latitude 28° 46' 23" North, approximate longitude 82° 40' 55" West) to the easterly shoreline of an unnamed island (approximate latitude 28° 46' 23" North, approximate longitude 82° 40' 59" West), southeasterly of a line which bears North 25° 00' 00" East (True) from the northeasternmost tip of a peninsula of the unnamed island southerly of False Channel (approximate latitude 28° 46' 31" North, approximate longitude 82° 40' 38" West) to the southernmost shoreline of a peninsula northerly of False Channel (approximate latitude 28° 46' 37" North, approximate longitude 82° 40' 36" West), southerly of a line which bears South 90° 00' 00" West (True) from a point on the easterly shoreline of the Salt River near the northerly line of Section 36, Township 19 South, Range 16 East (approximate latitude 28° 47' 20" North, approximate longitude 82° 38' 26" West) to the westerly shoreline of Salt River, westerly of a line which bears South 12° 00' 00" West from the southernmost tip of the shoreline of Lashley Point (approximate latitude 28° 47' 08" North, approximate longitude 82° 38' 08" West) to the southerly shoreline of the Homosassa River, and northerly of a line which bears South 90° 00' 00" West from the northernmost tip of a peninsula on the easterly shore of Petty Creek (approximate latitude 28° 46' 42" North, approximate longitude 82° 38' 45" West) to the westerly shoreline of Petty Creek, except as otherwise designated in paragraph 68C-22.011(1)(l), F.A.C.; and,

b. That part of the Homosassa River and Halls River easterly of a line which bears North 00° 00' 00" East (True) running through the northernmost tip of the westernmost shoreline of a canal serving the Trade Winds Marina (approximate latitude 28° 47' 37" North, approximate longitude 82° 36' 22" West), westerly of the easterly line of Section 29, Township 19 South, Range 17 East, and southerly of a line being the easterly extension of the northerly shoreline of the Nature's Resort Canal from a point on the northerly shoreline of said canal (approximate latitude 28° 48' 12" North, approximate longitude 82° 36' 25" West).

3. Crystal River Area – Waters of Crystal River as follows:

a. That part of Crystal River easterly of a line which bears North 00° 00' 00" East (True) running through the daybeacon north of Shell Island (latitude 28° 55' 34" North, longitude 82° 41' 38" West), northwesterly of a line which bears North 45° 00' 00" East (True) running through the daybeacon northeasterly of Shell Island (latitude 28° 55' 32" North, longitude 82° 41' 26" West), northerly of the northerly shoreline of Shell Island and southerly of the unnamed island northerly of Shell Island and a line which

Attachment: 68C-22.011 FAC (12993 : Manatee Zone, Homosassa River)

bears North 27° 00' 00" West (True) running through the aforementioned daybeacon northeasterly of Shell Island (latitude 28° 55' 32" North, longitude 82° 41' 26" West); and,

b. That part of Crystal River easterly of a line which bears North 00° 00' 00" East (True) running through a point approximately 300 feet easterly of the centerline of the trail leading to "The Rocks" on the northerly side of the river (longitude 82° 38' 26" West), westerly of a line which bears North 00° 00' 00" East (True) from the centerline of the unimproved dirt road (approximate longitude 82° 38' 18" West) approximately 350 feet westerly of the easterly line of Section 24, Township 18 South, Range 16 East; and that part of Salt River southwesterly of Crystal River, easterly of a line which bears North 00° 00' 00" East (True) from a point on the northeasterly shoreline of the unnamed island northwesterly of Little Coon Gap (approximate latitude 28° 54' 04" North, approximate longitude 82° 39' 17" West), northeasterly of a line which bears North 30° 00' 00" West (True) from a point on the westernmost point of the unnamed island southeasterly of Little Coon Gap (approximate latitude 25° 53' 58" North, approximate longitude 82° 39' 17" West) and northwesterly of a line which bears North 78° 00' 00" West (True) from the southernmost point of the peninsula on the southeasterly shoreline of Coon Gap (approximate latitude 25° 53' 48" North, approximate longitude 82° 39' 02" West).

(c) Slow Speed Zone (November 15 through April 30)/Maximum 25 MPH Zone (Remainder of Year) – Florida Power Corporation Effluent Canal Area: All waters of the Florida Power Corporation Effluent Canal westerly of the eastern terminus of the effluent canal, and that part of Crystal Bay lying easterly of a line which bears approximately North 45° 00' 00" East (True) from a point on the northerly side of a spit of land being the westerly extension of the southerly shoreline of the effluent canal, said point being located approximately 1,500 feet easterly of the westerly tip of said spit (approximate latitude 29° 57' 34" North, approximate longitude 82° 44' 22" West) to the southernmost tip of the unnamed island (approximate latitude 29° 57' 58" North, approximate longitude 82° 43' 56" West), and southerly of a line which bears approximately South 75° 00' 00" East (True) from the southernmost tip of said unnamed island to the southernmost tip of a peninsula (approximate latitude 29° 57' 54" North, approximate longitude 82° 43' 40" West).

(d) Slow Speed Zone (March 1 through August 31)/Maximum 25 MPH Zone (Remainder of Year) – Withlacoochee River Area:

1. That part of the main marked channel of the Withlacoochee River northeasterly of a line which bears South 53° 00' 00" East (True) running through Green Channel Marker "33" (latitude 28° 59' 51" North, longitude 82° 46' 42" West) and southwesterly of a line which bears South 00° 00' 00" West (True) running through Green Channel Marker "37" (latitude 29° 00' 04" North, longitude 82° 46' 11" West);

2. That part of the Withlacoochee River northeasterly of a line which bears approximately South 65° 00' 00" East (True) from a point on the northerly shoreline of the Withlacoochee River (approximate latitude 29° 00' 05" North, approximate longitude 82° 45' 22" West) and southerly of a line which bears South 38° 00' 00" East (True) from the intersection of the northwesterly shoreline of the Withlacoochee River with the westerly shoreline of the Cormorant/Egret Canal (approximate latitude 29° 01' 05" North, approximate longitude 82° 43' 37" West);

3. That part of the Withlacoochee River southeasterly of the general contour of the southerly shoreline of the Cross Florida Barge Canal and westerly of the Inglis Lock (at the westerly end of Lake Rousseau); and,

4. That part of Bennetts Creek southerly of the general contour of the southerly shoreline of the Withlacoochee River and East Pass northerly of a line which bears approximately South 75° 00' 00" West (True) from the southernmost tip of a peninsula (approximate latitude 28° 59' 41" North, approximate longitude 82° 44' 48" West) to the southernmost tip of a peninsula of an unnamed island southwesterly of East Pass (approximate latitude 28° 59' 37" North, approximate longitude 82° 45' 03" West), northeasterly of a line which bears North 50° 00' 00" West (True) from the northernmost tip of said unnamed island (approximate latitude 28° 59' 52" North, approximate longitude 82° 45' 17" West) to the easternmost tip of Chambers Island (approximate latitude 28° 59' 53" North, approximate longitude 82° 45' 19" West), easterly of a line which bears South 00° 00' 00" West (True) from a point on the northerly shoreline of the Withlacoochee River (approximate latitude 29° 00' 05" North, approximate longitude 82° 45' 22" West), and southwesterly of a line which bears approximately South 65° 00' 00" East (True) from the aforementioned point on the northerly shoreline of the Withlacoochee River.

(e) Slow Speed Zone (April 1 through August 31)/Maximum 25 MPH Zone (Remainder of Year) – Chassahowitzka River: That part of the Chassahowitzka River northeasterly of a line which bears North 35° 00' 00" West (True) from a point on the northwesterly shoreline of Johns Island (approximate latitude 28° 41' 23" North, approximate longitude 82° 38' 27" West) to a point on the easternmost tip of a peninsula of an unnamed island (approximate latitude 28° 41' 37" North, approximate longitude 82° 38' 38" West), southerly of a line which bears North 90° 00' 00" East (True) from a point on the northeasternmost tip of a peninsula of

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an unnamed island (approximate latitude 28° 41' 49" North, approximate longitude 82° 38' 34" West) to the southerly shoreline of an unnamed island (approximate latitude 28° 41' 49" North, approximate longitude 82° 38' 31" West), westerly of the easterly line of the Southwest 1/4 of Section 28, Township 20 South, Range 17 East, southeasterly of a line which bears South 30° 00' 00" West (True) from the westernmost tip of a peninsula of an unnamed island on the northerly shore of Pumpkin Creek (approximate latitude 28° 41' 57" North, approximate longitude 82° 38' 18" West) to a point on the northeasterly shoreline of an unnamed island on the southerly shore of Pumpkin Creek (latitude 28° 41' 53" North, longitude 82° 38' 22" West), southeasterly of a line which bears North 40° 00' 00" East (True) from a point on the northeasterly shoreline of an unnamed island on the southerly shore of Gator Creek (approximate latitude 28° 42' 16" North, approximate longitude 82° 37' 28" West) to a point on the southwesterly shoreline of an unnamed island on the northerly shore of Gator Creek (approximate latitude 28° 42' 19" North, approximate longitude 82° 37' 24" West), southeasterly of a line which bears North 35° 00' 00" East (True) from a point on the northeasterly shoreline of an unnamed island on the southwesterly shore of Little Gator Creek (approximate latitude 28° 42' 20" North, approximate longitude 82° 37' 18" West) to a point on the southwesterly shoreline of an unnamed island on the northeasterly shore of Little Gator Creek (approximate latitude 28° 42' 22" North, approximate longitude 82° 37' 17" West), easterly of a line which bears North 00° 00' 00" East (True) running through the easternmost tip of an unnamed island (approximate latitude 28° 42' 51" North, approximate longitude 82° 36' 57" West), southeasterly of a line which bears North 35° 00' 00" East (True) from a point on the southwesterly shoreline of Stevenson Creek (approximate latitude 28° 43' 06" North, approximate longitude 82° 36' 55" West) to a point on the northeasterly shoreline of Stevenson Creek (approximate latitude 28° 43' 17" North, approximate longitude 82° 36' 54" West), northwesterly of a line which bears North 35° 00' 00" East (True) from a point on the southwesterly shoreline of May Creek (approximate latitude 28° 41' 31" North, approximate longitude 82° 38' 07" West) to a point on the northeasterly shoreline of May Creek (approximate latitude 28° 41' 33" North, approximate longitude 82° 38' 05" West), northwesterly of a line which bears North 60° 00' 00" East (True) from a point on the southwesterly shoreline of Ryle Creek (approximate latitude 28° 42' 07" North, approximate longitude 82° 37' 08" West) to a point on the northeasterly shoreline of Ryle Creek (approximate latitude 28° 42' 08" North, approximate longitude 82° 37' 07" West), northwesterly of a line which bears North 45° 00' 00" East (True) from the northernmost tip of the westerly shoreline of Crawford Creek (approximate latitude 28° 42' 17" North, approximate longitude 82° 36' 54" West) to a point on the northernmost tip of the easterly shoreline of Crawford Creek (approximate latitude 28° 42' 18" North, approximate longitude 82° 36' 52" West), and westerly of a line which bears North 00° 00' 00" East (True) from a point on the southerly shoreline of Johnson Creek (approximate latitude 28° 42' 42" North, approximate longitude 82° 36' 37" West) to a point on the northerly shoreline of Johnson Creek (approximate latitude 28° 42' 43" North, approximate longitude 82° 36' 37" West).

(f) Slow Speed Zone (September 1 through April 30) – Kings Bay: That part of Kings Bay southeasterly of a line which bears North 53° 00' 00" East (True) from the northeasternmost point of an island on the southwesterly shore of Crystal River (approximate latitude 28° 53' 32" North, approximate longitude 82° 36' 23" West) to the southwesternmost point of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 16" West), northerly of a line which bears North 67° 00' 00" East (True) from the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the southernmost tip of a point of land on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West), and southwesterly of a line which bears North 35° 00' 00" West (True) from the northernmost tip of Bonita Isle (approximate latitude 28° 53' 27" North, approximate longitude 82° 35' 51" West) to a point on the southeasternmost tip of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 01" West), except as otherwise designated under sub-subparagraph (1)(i)1.d.

(g) Slow Speed Zone (October 1 through April 30)/Maximum 25 MPH Zone (Remainder of Year) –

1. Homosassa River Area: Waters of the Homosassa River as follows:

a. That part of the Homosassa River easterly of a line which bears South 12° 00' 00" West (True) from the southernmost tip of the shoreline of Lashley Point (approximate latitude 28° 47' 08" North, approximate longitude 82° 38' 08" West) to the southerly shoreline of the Homosassa River, westerly of a line which bears North 00° 00' 00" East (True) through a point 100 feet westerly of the northernmost tip of the western shoreline of Otter Creek (approximate latitude 28° 46' 55" North, approximate longitude 82° 37' 19" West) and that part of Price Creek southerly of a line which bears North 65° 00' 00" West (True) running through the southernmost tip of an unnamed island (approximate latitude 28° 47' 38" North, approximate longitude 82° 38' 04" West) including the canals and associated waters of the residential development on the south side of the Homosassa River in Section 31, Township 19 South, Range 17 East; and,

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b. That part of the Homosassa River easterly of a line that bears 142° from a point (approximate latitude 28° 47' 16" North, approximate longitude 82° 36' 58" West) on the northern shoreline of the Homosassa River and westerly of a line that bears 360° running through the northernmost tip of the western shoreline of a canal serving the Trade Winds Marina (approximate latitude 28° 47' 38" North, approximate longitude 82° 36' 21" West), including those waterways south of the river easterly of a line that bears 180° from a point (approximate latitude 28° 47' 8" North, approximate longitude 82° 36' 59" West) on the northern shoreline of the waterway that intersects the river southeast of Monkey Island (near the western terminus of West Xanadu Path).

2. Halls River: That part of Halls River northerly of a line being the easterly extension of the northerly shoreline of the Nature's Resort Canal from a point on the northerly shoreline of said canal (approximate latitude 28° 48' 12" North, approximate longitude 82° 36' 25" West).

(h) Maximum 25 MPH Zone in Central Corridor, Slow Speed Outside –

1. Crystal River Area: The Commission will mark a central corridor in the below-described Crystal River area, which shall be designated a "Maximum 25 MPH Zone" (year-round). All other waters outside the corridor within the below-described area shall be designated as Slow Speed.

2. Those waters of the Crystal River included within this designation are as follows:

a. That part of Crystal River including South Pass and Little South Pass northeasterly of a line which bears approximately North 20° 00' 00" West (True) from the westernmost point of the shoreline of Fort Island (approximate latitude 28° 54' 38" North, approximate longitude 82° 41' 46" West) to the southernmost point of the shoreline of Shell Island (approximate latitude 28° 55' 04" North, approximate longitude 82° 41' 57" West), southeasterly of a line which bears North 45° 00' 00" East (True) running through the daybeacon northeasterly of Shell Island (latitude 28° 55' 32" North, longitude 82° 41' 26" West) and westerly of a line which bears North 00° 00' 00" East (True) running through a point approximately 300 feet easterly of the centerline of the trail leading to "The Rocks" on the northerly side of the river (longitude 82° 38' 26" West); and,

b. That part of Crystal River easterly of a line which bears North 00° 00' 00" East (True) from the centerline of the unimproved dirt road (approximate longitude 82° 38' 18" West) approximately 350 feet westerly of the easterly line of Section 24, Township 18 South, Range 16 East and northwesterly of a line which bears North 53° 00' 00" East (True) from the northeasternmost point of an island on the southwesterly shore of Crystal River (approximate latitude 28° 53' 32" North, approximate longitude 82° 36' 23" West) to the southwesternmost point of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 16" West), except those canals and associated waters otherwise designated under sub-subparagraph (1)(i)1.a.

(i) Idle Speed Zone (Year-round) –

1. Crystal River Area: Waters of the Crystal River and Kings Bay as follows:

a. Those canals and associated waters north and south of Crystal River easterly of a line which bears North 00° 00' 00" East (True) from the centerline of the unimproved dirt road (approximate longitude 82° 38' 18" West) approximately 350 feet westerly of the easterly line of Section 24, Township 18 South, Range 16 East and westerly of the centerline of Commanche Street including all waters associated with the Indian River Canal,

b. That part of Kings Bay northeasterly of a line which bears North 35° 00' 00" West (True) from the northernmost tip of Bonita Isle (approximate latitude 28° 53' 27" North, approximate longitude 82° 35' 51" West) to a point on the southeasternmost tip of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 01" West) including the associated waters of Magnolia Shores, Cedar Cove, Hunter's Spring Bay and the canals of the Springs of Paradise subdivision northerly of Paradise Point Road,

c. That part of Kings Bay southerly and southeasterly of a line which bears South 23° 00' 00" West (True) from the southernmost tip of a point of land on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West) to the northernmost tip of Warden Key (approximate latitude 28° 52' 52" North, approximate longitude 82° 35' 53" West), and southerly and southwesterly of a line which bears South 40° 00' 00" East (True) from a point on the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the aforementioned northernmost tip of Warden Key; and,

d. Those waters separating the island of Crystal Shore Estates from the mainland, southerly of the centerline of Pine Street, and westerly of the general contour of the westerly shoreline of Kings Bay being a line bearing South 50° 00' 00" East from the southernmost tip of the island (approximate latitude 28° 53' 26" North, approximate longitude 82° 36' 23" West), and all waters of that drainage canal westerly of the general contour of the westerly shoreline of Kings Bay, the mouth of which is located approximately 400 feet southerly of the southernmost tip of the island of Crystal Shore Estates.

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2. Homosassa River Area:

a. That part of the Homosassa River easterly of a line which bears North 17° 00' 00" West (True) from a point on the western shoreline of Shell Island (approximate latitude 28° 46' 12" North, approximate longitude 82° 41' 43" West) to the southernmost tip of a peninsula on the southern shoreline of the unnamed island north of Shell Island (approximate latitude 28° 46' 15" North, approximate longitude 82° 41' 44" West) and northwesterly of a line which bears North 35° 00' 00" East (True) from the easternmost point of Shell Island (approximate latitude 28° 46' 07" North, approximate longitude 82° 41' 22" West) to a point on the southeasterly shoreline of a peninsula of the unnamed island north of Shell Island (approximate latitude 28° 46' 03" North, approximate longitude 82° 41' 17" West),

b. That part of the Homosassa River easterly of a line that bears North 360° through a point 100 feet westerly of the northernmost tip of the western shoreline of Otter Creek (approximate latitude 28° 46' 55" North, approximate longitude 82° 37' 19" West) and westerly of a line that bears 142° from a point (approximate latitude 28° 47' 16" North, approximate longitude 82° 36' 58" West) on the northern shoreline of the Homosassa River, including that part of Otter Creek and associated waters northerly of the centerline of Mason Creek Road,

c. That part of the Homosassa River easterly of the easterly line of Section 29, Township 19 South, Range 17 East, except as otherwise designated under paragraph (1)(m),

d. The canals and associated waters of the residential development northerly of the Homosassa River and easterly of Price Creek and westerly of a line which bears North 00° 00' 00" East (True) through a point 100 feet westerly of the northernmost tip of the western shoreline of Otter Creek (approximate latitude 28° 46' 55" North, approximate longitude 82° 37' 19" West),

e. The canals and associated waters of the residential development southeasterly of Halls River Road (State Road 490-A), northerly of the Homosassa River and westerly of Halls River; and,

f. All waters of the Nature's Resort Canal and associated waters in Section 29, Township 19 South, Range 17 East.

3. Withlacoochee River Area: All waters of Crooked Creek, northerly of the general contour of the northerly shoreline of the Withlacoochee River, and southerly of a line bearing North 60° 00' 00" East (True) from the intersection of the general contour of the southerly shoreline of Bird Creek with the general contour of the westerly shoreline of Crooked Creek (approximate latitude 29° 00' 35" North, approximate longitude 82° 44' 58" West).

(j) Idle Speed (September 1 through April 30) – Kings Bay: That part of Kings Bay southeasterly of a line which bears North 67° 00' 00" East (True) from the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the southernmost tip of a point of land on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West), northwesterly of a line which bears South 23° 00' 00" West (True) from the aforementioned point on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West) to the northernmost tip of Warden Key (approximate latitude 28° 52' 52" North, approximate longitude 82° 35' 53" West) and northeasterly of a line which bears South 40° 00' 00" East (True) from a point on the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the aforementioned northernmost tip of Warden Key.

(k) Maximum 35 MPH/25 MPH Nighttime Zone (May 1 through August 31) –

1. Kings Bay: That part of Kings Bay southeasterly of a line which bears North 53° 00' 00" East (True) from the northeasternmost point of an island on the southwesterly shore of Crystal River (approximate latitude 28° 53' 32" North, approximate longitude 82° 36' 23" West) to the southwesternmost point of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 16" West), northerly of a line which bears North 67° 00' 00" East (True) from the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the southernmost tip of a point of land on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West), and southwesterly of a line which bears North 35° 00' 00" West (True) from the northernmost tip of Bonita Isle (approximate latitude 28° 53' 27" North, approximate longitude 82° 35' 51" West) to a point on the southeasternmost tip of a peninsula of Magnolia Shores (approximate latitude 28° 53' 38" North, approximate longitude 82° 36' 01" West).

2. Kings Bay: That part of Kings Bay southeasterly of a line which bears North 67° 00' 00" East (True) from the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the southernmost tip of a point of land on the northeasterly

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shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West), northwesterly of a line which bears South 23° 00' 00" West (True) from the aforementioned point on the northeasterly shoreline of Kings Bay (approximate latitude 28° 53' 13" North, approximate longitude 82° 35' 43" West) to the northernmost tip of Warden Key (approximate latitude 28° 52' 52" North, approximate longitude 82° 35' 53" West) and northeasterly of a line which bears South 40° 00' 00" East (True) from a point on the northeasternmost tip of a peninsula over which West Auld Road passes on the southwesterly shore of Kings Bay (approximate latitude 28° 53' 04" North, approximate longitude 82° 36' 05" West) to the aforementioned northernmost tip of Warden Key.

(l) Maximum 25 MPH Zone (Year-round) –

1. All waters of the gulf coast area of Citrus, Levy and Hernando counties, southerly of a line which bears North 90° 00' 00" East (True) from a point which lies 1500 feet North 00° 00' 00" East (True) of Green Channel Marker "35" (latitude 28° 59' 55" North, longitude 82° 46' 32" West) marking the channel entrance to the Withlacoochee River, northerly of a line running due west from a point on the northwesterly shoreline of Johns Island (approximate latitude 28° 41' 23" North, approximate longitude 82° 38' 27" West) and easterly of a sinuous line which is 1,000 feet westerly of the general contour of the outer shorelines of the westernmost islands of Citrus County and the above-described portions of Levy and Hernando counties (said sinuous line is generally described as running from the aforementioned point 1,500 feet north of Green Channel Marker "35", southerly through Marker "35"; 1,000 feet southwesterly of the southerly tip of Chambers Island; 1,000 feet westerly of the westerly shoreline of Captain Joe Island, the small unnamed island southwesterly of the southern end of Lutrell Island and Drum Island; through the westerly boundary of Demory Gap; through Flashing Green Channel Marker "47" (latitude 28° 56' 49" North, longitude 82° 45' 12" West); through the northerly boundary of Tin Pan Gap; 1,000 feet westerly of Black Point, the westernmost tip of Shell Island, the western shoreline of the small unnamed island west of Fort Island, the western shoreline of the unnamed island in Section 21, Township 18 South, Range 16 East, the northwesterly shoreline of Sandy Hook Island, Shark Point, Mangrove Point, the unnamed island north of Long Point, Long Point, Green Point, the unnamed islands north and south of Grey Mare Pass; 500 feet westerly of the westerly shoreline of Rock Island; 1,000 feet southwesterly of the southwesterly shoreline of Roach Key and the southwesterly shorelines of the westerly islands of "The Suncoast Keys" group of islands; 200 feet northeasterly of Ship Rock; 1,000 feet westerly of Greenleaf Key, Mendit Key, Long Point, and Drum Key; 1,000 feet westerly and southerly of Chassahowitzka Point Island; 1,000 feet southwesterly of the southwesterly shorelines of the westerly islands of the "Northwest Keys" group of islands and the unnamed triangular island northwest of Sugar Spot Island; and 1,000 feet westerly of the westerly shoreline of Buckhorn Key); except as otherwise designated for regulation.

2. Cross Florida Barge Canal: That part of the Cross Florida Barge Canal and Cross Florida Barge Canal Channel northeasterly of a line which bears South 22° 00' 00" East (True) running through Red Channel Marker "24" (latitude 28° 57' 37" North, longitude 82° 50' 07" West) and southwesterly of the westerly end of the Inglis Lock.

3. Those waters of the main marked channel of the Homosassa River, as described in sub-subparagraph (1)(b)2.a., above.

4. All inland waters of Citrus County, except as otherwise designated above.

(m) No Entry Zone (November 15 through March 31)/Idle Speed (Remainder of Year) – Blue Waters Area of the Homosassa River:

1. Those waters southwest of a line bearing 145° from a point (approximate latitude 28° 47' 57.6" North, approximate longitude 82° 35' 23.6" West) on the southeastern shoreline of the peninsula on the north side of Blue Waters to a point (approximate latitude 28° 47' 55.7" North, approximate longitude 82° 35' 22.7" West) on the southeastern shoreline of Blue Waters (said line runs between the existing Restricted Area signs posted by the Homosassa Springs State Wildlife Park) and north of a line beginning at a point (approximate latitude 28° 47' 56.3" North, approximate longitude 82° 35' 27.1" West) on the southwestern shoreline of the peninsula on the north side of Blue Waters and bearing 139° for a distance of 117 feet to a point (approximate latitude 28° 47' 55.4" North, approximate longitude 82° 35' 26.2" West) in the water, and then bearing 91° for a distance of approximately 224 feet to the line's terminus at a point (approximate latitude 28° 47' 55.4" North, approximate longitude 82° 35' 23.7" West) on the southeastern shoreline of Blue Waters north of the River Pavilion of the Homosassa Springs State Wildlife Park;

2. Those waters south of a line forty feet (40') north of and parallel to the general contour of the southern shoreline of the Homosassa River at Blue Waters, east of a north-south line from the point (approximate latitude 28° 47' 54.2" North, approximate longitude 82° 35' 29.8" West) where the southern shoreline of the Homosassa River at Blue Waters intersects the eastern shoreline of the first canal downstream of Blue Waters, and west of a line bearing 21° from a point (approximate latitude 28° 47' 53.2" North, approximate longitude 82° 35' 25.1" West) on the southern shoreline of the Homosassa River at Blue Waters approximately 270 feet

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northwest of the West Fishbowl Drive Bridge.

(2) For the purpose of exempting qualifying commercial fishermen and professional fishing guides from certain speed zone restrictions, as provided under subsection 68C-22.003(6), F.A.C., the following conditions, and procedures for exemption application shall apply:

(a) Exemptions shall apply to zones, or portions of zones, specified as follows for the purpose of setting nets to encircle fish only. Exemptions shall be considered year-round for waters described within subparagraphs 1. and 2., below, and shall be considered for the period of November 15 through January 31 for the waters described in paragraph 3., below:

1. That portion of the Crystal River outside the marked channel (within areas designated as Slow Speed) generally from the Gulf of Mexico to its confluence with the Salt River, as described in sub-subparagraph (1)(h)2.a., above.

2. That portion of the Homosassa River outside the marked channel (within areas designated as Slow Speed), generally from the Gulf of Mexico easterly to a north-south line running through channel marker "58", as partially described in sub-sub-paragraph (1)(b)2.a., above.

3. That portion of the coastal waters of Citrus County adjacent to the Florida Power Corporation Effluent Canal, as partially described in paragraph (1)(c), above.

(b) A recipient of an exemption must maintain speeds of less than 20 MPH at all times within the restricted area, and comply with any and all conditions specified within the notice of exemption as well as under the provisions of this rule and subsection 68C-22.003(6), F.A.C.

(c) Exemptions granted will not apply on weekends or state-recognized holidays.

(d) Any commercial fisherman or professional fishing guide fulfilling the requirements set forth under subsection 68C-22.003(6), F.A.C., may apply for the exemption, one of which shall be required for each vessel so operated, by completing the application form specified. Applications for exemption in accordance with the provisions of this rule may be obtained from the Fish and Wildlife Conservation Commission, Division of Law Enforcement Office, 10247 North Suncoast Boulevard, Crystal River, FL 34428-6715 (telephone (352)447-1633).

(3) Maps depicting the zones described in this rule are available on the agency's website at http://myfwc.com. The maps are intended only as visual aids and do not have regulatory effect; therefore, in the event of conflict between the maps and the descriptions of the zones provided by this rule, the rule text shall prevail.

*Rulemaking Authority 379.2431(2) FS. Law Implemented 379.2431(2) FS. History–New 3-19-79, Amended 2-23-81, 12-4-85, Formerly 16N-22.11, Amended 1-27-92, Formerly 16N-22.011, 62N-22.011, Amended 11-14-02, 4-24-16.*

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# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Jeff Kinnard D.C., Commissioner |
| **SUBJECT:** | Discussion and vote on requesting Chairman to meet with Judge Howard to discuss space needs of th |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The Board had a discussion at the last Workshop about the space needs of the Court System. I felt that it would be appropriate for the Chairman to meet with the Chief Judge to discuss the short and long-term needs of the Court system.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | $0 |

**RECOMMENDED ACTION:**

Direct Chairman to meet with the Chief Judge regarding the short and long-term needs of the Court System.

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Ronald E. Kitchen Jr., Commissioner |
| **SUBJECT:** | Video of Project Phoenix 2.0 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

The Tampa Bay Regional Planning Council (TBRPC) prepared a video simulation of a Category 5 storm hitting the Tampa Bay Region with landfall at Indian Rocks Beach in Pinellas County. It also includes a segment with after-math stories from Mexico Beach.

While the video is approximately 20 minutes, it is time well spent to plan, educate and protect our community.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| | | | | | N/A |

**RECOMMENDED ACTION:**

View video.

# AGENDA MEMORANDUM

| | |
|---|---|
| **FROM:** | Michael Sherman, AICP Growth Management Director |
| **SUBJECT:** | 5:01 PM Public Hearing Land Development Division – Section 1500 |
| **AGENDA DATE:** | **June 22, 2021** |

**BRIEF OVERVIEW:**

This is a request to amend Section 1500. Definitions (setback) of the Land Development Code regarding how setbacks are measured.

This application was heard by the Planning and Development Commission on May 20, 2021, and recommended for approval with the revised text that is now proposed.

**BUDGET IMPACT/FUNDING SOURCE:**

| Account No. | Account Title | Current Budget | YTD Expenditures | Encumbrances | Available Balance |
|---|---|---|---|---|---|
| 2781-54921 | Advertising | $10,000.00 | $4,457.34 | $174.32 | $5,368.34 |

**RECOMMENDED ACTION:**

a. Conduct a public hearing on June 22, 2021, at 5:01 pm to review and consider OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

b. If approved, adopt, and authorize the Chairman and Clerk to execute the ordinance for OA-21-02, Land Development Division - Section 1500 Amendment to Land Development Code.

1. This Conditional Use is to allow for a modular classroom as an expansion to a House of Worship in the MDR District as proposed on the site plan submitted with this application date-stamped received by the Land Development Division on February 18, 2021. Construction shall take place in accordance with the criteria and requirements of the Citrus County Land Development Code, unless as specifically outlined within these conditions.

2. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

**MOTION:**

1st Mr. Barmes 2nd Mr. Facemyer

**VOTE:** 7 - 0, Motion Carried

## 2. ORDINANCE AMENDMENT

### a. OA-21-02 Land Development Division – Amendments to multiple Sections of the Land Development Code

**REQUEST:** This request is to amend Section 1500. Definitions (setback) of the Land Development Code. The remaining amendments initially proposed are being reviewed and will be brought back to the PDC at a later date.

**STAFF CONTACT:** Michael Sherman, AICP, Director, Department of Growth Management

Mr. Sherman stated that the amendment would be to change the definition of setback. A setback would be measured from the property line to a wall. This amendment would state that the setback would not be measured from the overhangs. In many of the counties in the State of Florida, a setback is measured from the property line to the wall.

**COMMISSION QUESTIONS:**

Mr. Bramblett inquired if air conditioners/compressors, etc. are included within the setback. Mr. Sherman stated that the Code allows air conditioners, etc. to be included within the side setback. Mr. Bramblett also inquired about landings and stairs. Mr. Sherman advised that landings and stairwells must be located outside of the setback area. Ms. Coutu commented that the amendment would allow awnings and eaves to the rear and side setbacks up to three feet where they are currently allowed to encroach only into the front setback.

Attachment: PDC draft minutes (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

Ms. Lyn asked for clarification on #3 of the permitted encroachments. Mr. Sherman explained the purpose. Discussion ensued regarding rewording the permitted encumbrances to make it easier to understand.

Mr. Bass stated that he was not in favor of this amendment to accommodate a single development.

Ms. Coutu commented that a frequent complaint received from developers outside of the county is that measuring to the eaves is unusual; it is not a common practice in the State of Florida.

Ms. Worthington stated that this is a building trend, and the Board would be revising the Code for an upcoming trend in Citrus County. There is a need for housing in Citrus County.
Mr. Barmes advised of his concern about the runoff due to the reduced setbacks. Ms. Coutu stated that the runoff will still need to be compensated for and designed so that the runoff stays on their property.

Mr. Bass commented that he could support that awnings may encroachment up to three feet into the front and rear yard setbacks but cannot support the encroachment into side yard.

Mr. Stone commented about the need for a more concise definition of measurement of the side setbacks whether it be from the eaves or a wall.

Discussion continued regarding revising the language for the permitted encroachments.

**PROPONENT:** Gaston Hall spoke on behalf of the Citrus County Building Alliance. He stated that he is a State Certified Class A Contractor and has built in 33 counties in the State of Florida. The setback encroachments are becoming more prevalent especially in workforce and low-income housing. This trend is becoming more common due to the smaller lot sizes and the land costs. Mr. Hall stated that the Building Alliance is in support of this amendment except they suggest removing the word "perimeter" in #3 of the permitted encroachments.

**OPPONENT:** None.

**COUNTY ATTORNEY COMMENTS:**

Ms. Lyn stated that she had suggested revisions to the Permitted Encroachments based on the discussions.

Attachment: PDC draft minutes (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**COMMISSION COMMENTS:**

Ms. Worthington stated that she agreed with the suggested revisions. Messrs. Bramblett, Facemyer and Barmes stated that they agreed also.

Mr. Facemyer requested clarification on the amendment to Section 1500. Definitions (setback).

Ms. Lyn read the proposed revisions for the record.

> The setback distance between a natural or man-made feature (such as a road, lot line, a body of water, or a jurisdictional boundary) and the closest wall or portion of a building.
>
> Permitted Encroachments. Encroachments into required setbacks are permitted as follows in residential districts up to three feet into required setbacks for the following items:
>
> 1. Awnings may encroach up to three feet into front and rear yard setbacks.
> 2. Architectural projections, such as cornices, eaves, and other similar elements, may encroach up to three feet into front and rear yard setbacks.
> 3. Eave encroachments are permitted up to three feet into side yard setbacks.
> 4. All of the preceding setback encroachments are also permitted into setbacks in multifamily projects.
>
> For the purpose of mining, setbacks shall refer to property boundaries.

**MOTION:** The Planning and Development Commission finds application number ***OA-21-02 – CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH AMENDED CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

**MOTION:**

1st Mr. Bass 2nd Mr. Barmes

**VOTE:** 7 - 0, Motion Carried

Attachment: PDC draft minutes (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**ORDINANCE NO. 2021-_____**

**AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING ORDINANCE NO. 2012-06, THE CITRUS COUNTY LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTION 1500, DEFINITIONS (SETBACKS); PROVIDING FOR DEFINITIONS AND RULES OF CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 163, Florida Statutes, the Board of County Commissioners, adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04, on April 18, 1989, and subsequent amendments;

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code (LDC) as Ordinance No. 2012-06;

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources;

WHEREAS, certain changes are necessary to comply with Florida Statutes as enacted by the State of Florida Legislature;

**NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, a political subdivision of the State of Florida, as follows:**

**SECTION 1. THAT SECTION 1500, DEFINITIONS (SETBACKS), OF THE LAND DEVELOPMENT CODE OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IS HEREBY AMENDED AS FOLLOWS:**

**1500. Definitions (Setbacks)**

The setback distance between a natural or man-made feature (such as a road, lot line, a body of water, or a jurisdictional boundary) and the closest portion of a building.

Permitted Encroachments. Encroachments into required setbacks are permitted as follows in residential districts are permitted up to 3 feet into required setbacks for the following items:

1. Awnings may encroach up to three feet into front and rear yard setbacks.
2. Architectural projections, such as cornices, eaves, and similar elements, may encroach up to three feet into any front and rear yard setback.



Attachment: Clean Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

3. Eave encroachments are permitted up to three feet into side yard setbacks.
4. All of the preceding setback encroachments are also permitted into setbacks in multifamily projects.

For the purpose of mining, setbacks shall refer to property boundaries.

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4**. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

Attachment: Clean Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**SECTION 5.** This ordinance shall become effective as per Florida law.

**DONE AND ADOPTED** at a duly called session of the Board of County Commissioners of Citrus County, Florida, this ___ day of _____, 2021.

**ATTEST:**

**CITRUS COUNTY, FLORIDA , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**_____**
**ANGELA VICK, CLERK OF COURT**

**BY: _____**
**SCOTT CARNAHAN, CHAIRMAN**

**APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY**

**_____**
**DENISE A. DYMOND LYN, COUNTY ATTORNEY**

Attachment: Clean Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**ORDINANCE NO. 2021-_____**

**AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING ORDINANCE NO. 2012-06, THE CITRUS COUNTY LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTION 1500, DEFINITIONS (SETBACKS); PROVIDING FOR DEFINITIONS AND RULES OF CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS OF LAW; PROVIDING FOR CODIFICATION; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARINGS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 163, Florida Statutes, the Board of County Commissioners, adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04, on April 18, 1989, and subsequent amendments;

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code (LDC) as Ordinance No. 2012-06;

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources;

WHEREAS, certain changes are necessary to comply with Florida Statutes as enacted by the State of Florida Legislature;

**NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, a political subdivision of the State of Florida, as follows:**

**SECTION 1. THAT SECTION 1500, DEFINITIONS (SETBACKS), OF THE LAND DEVELOPMENT CODE OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, IS HEREBY AMENDED AS FOLLOWS:**

**1500. Definitions (Setbacks)**

The setback distance between a natural or man-made feature (such as a road, lot line, a body of water, or a jurisdictional boundary) and the closest wall or portion of a building. ~~including any projection or overhang of the building except as may be exempt by this LDC~~.

Permitted Encroachments. Encroachments into required setbacks are permitted as follows in residential districts are permitted up to 3 feet into required setbacks for the following items:

1. Awnings may encroach up to three feet into front and rear yard setbacks.



Attachment: Strike-thru Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

2. Architectural projections, such as cornices, eaves, and similar elements, may encroach up to three feet into any front and rear yard setback.
3. Eave encroachments are permitted up to three feet into side yard setbacks.
4. All of the preceding setback encroachments are also permitted into setbacks in multifamily projects.

For the purpose of mining, setbacks shall refer to property boundaries.

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 3.** If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4**. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

Attachment: Strike-thru Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**SECTION 5.** This ordinance shall become effective as per Florida law.

**DONE AND ADOPTED** at a duly called session of the Board of County Commissioners of Citrus County, Florida, this ___ day of _____, 2021.

**ATTEST:**

**CITRUS COUNTY, FLORIDA , A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**_____**
**ANGELA VICK, CLERK OF COURT**

**BY: _____**
**SCOTT CARNAHAN, CHAIRMAN**

**APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY**

**_____**
**DENISE A. DYMOND LYN, COUNTY ATTORNEY**

Attachment: Strike-thru Ordinance (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

PM2-21-36

# DEPARTMENT OF GROWTH MANAGEMENT
# LAND DEVELOPMENT DIVISION
# STAFF FINDINGS REPORT
# TO THE
# BOARD OF COUNTY COMMISSIONERS

**ORDINANCE AMENDMENT APPLICATION NO. – OA-21-02**
Land Development Division – Section 1500
Amendment to Land Development Code
**DATE:** June 1, 2021
**PREPARED BY:** Michael Sherman, AICP, Director; Department of Growth Management MS

**Request – Amend one (1) section of the Citrus County Land Development Code:**

**Amendment 1 – Amend Section 1500. Definitions (setback) – This revision will define how the setback is measured.**

The distance between a natural or man-made feature (such as a road, lot line, a body of water, or a jurisdictional boundary) and the closest wall or portion of a building. ~~including any projection or overhang of the building except as may be exempt by this LDC.~~

Permitted Encroachments. Encroachments into required setbacks are permitted as follows in residential districts up to three feet into required setbacks for the following items:

1. Awnings may encroach up to three feet into front and rear yard setbacks.
2. Architectural projections, such as cornices, eaves, and other similar elements, may encroach up to three feet into front and rear yard setbacks.
3. Eave encroachments are permitted up to three feet into side yard setbacks.
4. All of the preceding setback encroachments are also permitted into setbacks in multifamily projects.

For the purpose of mining, setbacks shall refer to property boundaries.

Attachment: BCC staff report (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

# Setback amendment

**Amendment 1 – Amend Section 1500. Definitions (setback) – This revision will define how the setback is measured.**

The distance between a natural or man-made feature (such as a road, lot line, a body of water, or a jurisdictional boundary) and the closest wall or portion of a building. ~~including any projection or overhang of the building except as may be exempt by this LDC.~~

Permitted Encroachments. Encroachments into required setbacks are permitted as follows in residential districts up to three feet into required setbacks for the following items:

1. Awnings may encroach up to three feet into front and rear yard setbacks.
2. Architectural projections, such as cornices, eaves, and other similar elements, may encroach up to three feet into front and rear yard setbacks.
3. Eave encroachments are permitted up to three feet into side yard setbacks.
4. All of the preceding setback encroachments are also permitted into setbacks in multifamily projects.

For the purpose of mining, setbacks shall refer to property boundaries.

Attachment: BCC PowerPoint (12951 : 5:01 PM Public Hearing Land Development Division – Section

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

**MEMORANDUM**

**TO:** **Michael Sherman**

**FROM:** **Clark A. Stillwell, Esquire**
**Law Office of Clark A. Stillwell, LLC**

**RE:** **OA-21-02 - LDC Amendments**

**DATE:** **April 27, 2021**

---

**Mike:**

**A couple of comments – (1) LDC Section 2300(A), please consider reducing residential centerline and ROW setback for cul-de-sac streets. Limited traffic – 50 ft./25 ft. has proven problematic on smaller, established lots of record (pre 1990) on cul-de-sac's. I would suggest 35 ft. for centerline and 15 ft. ROW. This would apply to pre 1990 residential lots located on a cul-de-sac. Any cul-de-sac post 90' should be able to meet current code. Variances are, as you know, difficult given the LDC's eight (8) standards, and (2) Section 2406/2407 – why limit text to just Houses of Worship?**

**CAS/cv**
**cc: Denise Lyn, Esquire**
**BOCC**

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APR 27 2021
OA-21-02
Land Development Division

Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

LAW OFFICE OF
CLARK A. STILLWELL, LLC
ATTORNEY AT LAW

BANK OF INVERNESS BUILDING
320 U.S. HIGHWAY 41 SOUTH
INVERNESS, FLORIDA 34450

TELEPHONE: (352) 726-6767
FAX: (352) 726-8283
caslaw@tampabay.rr.com

MAILING ADDRESS:
POST OFFICE BOX 250
INVERNESS, FLORIDA 34451

**MEMORANDUM**

**TO:** **Michael Sherman**

**FROM:** **Clark A. Stillwell, Esquire**
**Law Office of Clark A. Stillwell, LLC**

**RE:** **LDC Text Amendment – Stormwater**

**DATE:** **April 30, 2021**

---

**Mike:**

**I'm working on an LDC text amendment to LDC Sections 3500 and 3600 relative to stormwater and setbacks. I've got two (2) approaches in mind – my own work product and alternatively – FEMA model ordinance for variance standards. Their standards are specific to stormwater. As you know, the LDC variance standards are historical dating back to Citrus County's first ordinance and were never intended for issues which arise out of waterfront setbacks. For your benefit I enclose the complete model ordinance. The variance standards are at pages 14-15. They do require "minimum" but don't add criteria like "reasonable use" found in LDC. Can you give me a time for a pre-app conference in May, 2021 to review work product? Thanks**

**CAS/cv**
**Enclosure**
**cc: Denise Lyn, Esquire**
**Randy Oliver**
**BOCC**
**Client(s)**

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Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator prior to the final inspection.

## SECTION 107 VARIANCES

**107.1 General.** The **{body to hear variances}** shall hear and decide requests for variances. The **{body to hear variances}** shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator and, as applicable, the Building Officials. The **{body to hear variances}** has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations, Section R322 of the Residential Code, and Section 1612 of the Building Code.

**107.2 Historic structures.** A variance is authorized to be issued for the repair or rehabilitation of a historic structure upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the historic structure is eligible for the exception in the section in Chapter 12 of the Existing Building Code applicable to historic structures in flood hazard areas, and the variance is the minimum necessary to preserve the historic character and design of the structure.

**107.3 Functionally dependent uses.** A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement, and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

**107.4 Restrictions in floodways.** A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

**107.5 Considerations.** In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.

(2) The danger to life and property due to flooding or erosion damage.

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.

(4) The importance of the services provided by the proposed development to the community.

(5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.

(6) The compatibility of the proposed development with existing and anticipated development.

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.



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OA-21-02
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Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

(8) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

**107.6 Conditions for issuance.** Variances shall only be issued upon:

(1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.

(2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.

(3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as $25 for $100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

## SECTION 108 VIOLATIONS

**108.1 Violations.** Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by the building code is presumed to be a violation until such time as that documentation is provided.

**108.2 Authority.** The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the building codes, but is regulated by these regulations and that is determined to be a violation.

**108.3 Unlawful continuance.** Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law. **{Or insert specific reference to State or local law or appropriate section of the building codes.}**

## SECTION 201 DEFINITIONS



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APR 30 2021
OA-21-07
Land Development D

Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

**Citrus County Building Alliance**
1196 S Lecanto Hwy, Lecanto FL 34461
Phone: (352) 746-9028, Fax (352) 746-9029
www.CitrusBuilders.com
***Building a Better Citrus***

**Board Officers**

*Stacey Worthington*
*President*

*Melissa Sutherland*
*President – Elect*

*Lorrie Hamilton*
*Vice President*

*Katrina Leturno*
*Second Vice President*

*Mark Hammer*
*Past President*

*John Jobe*
*Past Vice President*

*Gaston Hall*
*Treasurer*

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*George Rusaw*
*Chuck Sanders*
*Eric Swart*
*Larry Tate*
*Virginia Will*
*Todd Workman*

May 17, 2021

Michael Facemyer, Chair
Citrus County Planning & Development Commission
3600 W Sovereign Path
Lecanto FL 34461

**RE: OA-21-02**

Dear Mr. Facemyer,

The Citrus County Building Alliance has reviewed Amendment 10 - Amend Section – Packet Pages 70 and 71 and found the following issues:

1500. Definitions. This amendment would revise the existing definition for an attached/detached accessory structure and what constitutes a multi-family unit. Accessory Use or Structure: Any use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure.

1. Attached Accessory Use or Structure: An accessory attached by structure sharing a common wall and being contiguous with foundation under the same roofline the principal structure; or connected by a breezeway or similar structure. with the following limitations:

A. The breezeway shall have a minimum clear walking width of at least thirty-six (36) inches.

B. The breezeway length shall not exceed two times its width with a maximum length of twenty (20) feet.

C. The roof over the breezeway will have the same roofing material and pitch as either of the buildings which it connects.

D. The breezeway must provide door to door access to both buildings which it connects.

Highlighted Items should be removed. **Why?** See below:

Since the FBC-R defines Accessory Structure, this appears to be a local technical amendment to the Florida Building Code-Residential subject to Ch. 553.73(4). We have highlighted sections of the statute that may be violated by this action.

1. Why does Citrus County need to have special requirements for breezeways?

Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

2. Breezeways are not addressed by the FBC-R making this a "subject not addressed by the Florida Building Code."

3. We do not believe a countywide compliance review board has been established to review any amendment challenged by a substantially affected party as required by Florida Statute.

4. Has a fiscal impact statement been provided?

*FBC-R §R202: ACCESSORY STRUCTURE. A structure that is accessory to and incidental to that of the dwelling(s) and that is located on the same lot.*

*Ch.553.73(4):*
*(b) Local governments may, subject to the limitations of this section, adopt amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of such government and which provide for more stringent requirements than those specified in the Florida Building Code, not more than once every 6 months. A local government may adopt technical amendments that address local needs if:*

> *1. The local governing body determines, following a public hearing which has been advertised in a newspaper of general circulation at least 10 days before the hearing, that there is a need to strengthen the requirements of the Florida Building Code.* ***The determination must be based upon a review of local conditions by the local governing body, which review demonstrates by evidence or data that the geographical jurisdiction governed by the local governing body exhibits a local need to strengthen the Florida Building Code beyond the needs or regional variation addressed by the Florida Building Code, that the local need is addressed by the proposed local amendment, and that the amendment is no more stringent than necessary to address the local need.***
>
> *2. Such additional requirements are not discriminatory against materials, products, or construction techniques of demonstrated capabilities.*
>
> *3.* ***Such additional requirements may not introduce a new subject not addressed in the Florida Building Code.***
>
> *4. The enforcing agency shall make readily available, in a usable format, all amendments adopted pursuant to this section.*
>
> *5. Any amendment to the Florida Building Code shall be transmitted within 30 days by the adopting local government to the commission. The commission shall maintain copies of all such amendments in a format that is usable and obtainable by the public. Local technical amendments shall not become effective until 30 days after the amendment has been received and published by the commission.*

Attachment: Public Input (12951 : 5:01 PM Public Hearing Land Development Division – Section 1500)

*6. Any amendment to the Florida Building Code adopted by a local government pursuant to this paragraph shall be effective only until the adoption by the commission of the new edition of the Florida Building Code every third year. At such time, the commission shall review such amendment for consistency with the criteria in paragraph (9) (a) and adopt such amendment as part of the Florida Building Code or rescind the amendment. The commission shall immediately notify the respective local government of the rescission of any amendment. After receiving such notice, the respective local government may readopt the rescinded amendment pursuant to the provisions of this paragraph.*

*7.* ***Each county and municipality desiring to make local technical amendments to the Florida Building Code shall by interlocal agreement establish a countywide compliance review board to review any amendment to the Florida Building Code, adopted by a local government within the county pursuant to this paragraph, that is challenged by any substantially affected party for purposes of determining the amendment's compliance with this paragraph.*** *If challenged, the local technical amendments shall not become effective until time for filing an appeal pursuant to subparagraph 8. has expired or, if there is an appeal, until the commission issues its final order determining the adopted amendment is in compliance with this subsection.*

*8. If the compliance review board determines such amendment is not in compliance with this paragraph, the compliance review board shall notify such local government of the noncompliance and that the amendment is invalid and unenforceable until the local government corrects the amendment to bring it into compliance. The local government may appeal the decision of the compliance review board to the commission. If the compliance review board determines such amendment to be in compliance with this paragraph, any substantially affected party may appeal such determination to the commission. Any such appeal shall be filed with the commission within 14 days of the board's written determination. The commission shall promptly refer the appeal to the Division of Administrative Hearings by electronic means through the division's website for the assignment of an administrative law judge. The administrative law judge shall conduct the required hearing within 30 days, and shall enter a recommended order within 30 days of the conclusion of such hearing. The commission shall enter a final order within 30 days thereafter. The provisions of chapter 120 and the uniform rules of procedure shall apply to such proceedings. The local government adopting the amendment that is subject to challenge has the burden of proving that the amendment complies with this paragraph in proceedings before the compliance review board and the commission, as applicable.*

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*Actions of the commission are subject to judicial review pursuant to s. 120.68. The compliance review board shall determine whether its decisions apply to a respective local jurisdiction or apply countywide.*

*9.* ***An amendment adopted under this paragraph shall include a fiscal impact statement which documents the costs and benefits of the proposed amendment.*** *Criteria for the fiscal impact statement shall include the impact to local government relative to enforcement, the impact to property and building owners, as well as to industry, relative to the cost of compliance. The fiscal impact statement may not be used as a basis for challenging the amendment for compliance.*

*10. In addition to subparagraphs 7. and 9., the commission may review any amendments adopted pursuant to this subsection and make nonbinding recommendations related to compliance of such amendments with this subsection.*

*(c) Any amendment adopted by a local enforcing agency pursuant to this subsection shall not apply to state or school district owned buildings, manufactured buildings or factory-built school buildings approved by the commission, or prototype buildings approved pursuant to s. 553.77(3). The respective responsible entities shall consider the physical performance parameters substantiating such amendments when designing, specifying, and constructing such exempt buildings.*

*(d) A technical amendment to the Florida Building Code related to water conservation practices or design criteria adopted by a local government pursuant to this subsection is not rendered void when the code is updated if the technical amendment is necessary to protect or provide for more efficient use of water resources as provided in s. 373.621. However, any such technical amendment carried forward into the next edition of the code pursuant to this paragraph is subject to review or modification as provided in this part.*

*We also make the following suggestions for Amendment 11 – Amend 2406 and 2407. Land Use Districts - Packet Pages 72, 73, and 74*

*2406. MEDIUM DENSITY RESIDENTIAL DISTRICT (MDR)*

- ***Add Accessory Dwelling Unit (ADU) to this Uses list in residential section: ADU with a (P)***

*2407. HIGH DENSITY RESIDENTIAL DISTRICT (MDR)*

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- ***Add Accessory Dwelling Unit (ADU) to this Uses list in residential section: ADU with a (P)***

Thank you for your consideration of these items. Please let us know if you have any questions.

Respectfully,

Myrna Boulerice
Governmental Affairs Chair
Citrus County Building Alliance

Cc: Cheryl Burton, Senior Secretary, CC Land Development
Citrus County Board of County Commissioners
Citrus County Attorney

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